

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CITY OF GRESHAM**

**and the**

**INTERNATIONAL ASSOCIATION  
OF  
FIREFIGHTERS**

**LOCAL 1062**

**July 1, 2012 – June 30, 2015**

**Contract No. 5566**



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## PREAMBLE

This agreement, entered into by the City of Gresham ("City") and International Association of Fire Fighters, Local No. 1062 ("Union"), respectively, sets forth the full and complete agreement between the City and the Union.

## ARTICLE 1 - RECOGNITION

### 1.1 APPLICATION

This agreement shall apply to all regular full-time employees in the following classifications:

- Firefighter
- Fire Lieutenant
- Fire Captain
- Deputy Fire Marshall
- Assistant Training Officer
- Emergency Medical Services Coordinator

All supervisory and confidential employees, part-time employees, seasonal and temporary<sup>1</sup> employees, volunteer firefighters, and employees hired for a limited term are excluded.

### 1.2 NEW CLASSIFICATIONS

If the City establishes a new classification that is included in the bargaining unit, it shall provide a copy of the specification to the Union and establish a temporary salary rate. The Union will be afforded an opportunity to negotiate a regular salary rate for the new classification. Disputes concerning the regular rate shall be resolved through the negotiation procedure. In any event, the City shall not be precluded from filling the position during the period of negotiations.

## ARTICLE 2 - NONDISCRIMINATION

The City and the Union shall exercise the terms of this Agreement according to ORS 659, without regard to race, religion, color, creed, national origin, sex, age, marital status, physical or mental handicap, political affiliation, and membership or non-membership in the Union of all members of the bargaining unit. Disputes arising under this provision shall be processed in accordance with Article 10 - Grievance Procedure, to Step 5, but are not subject to arbitration.

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<sup>1</sup>Seasonal and temporary employees are those employees that work for six (6) months or less or the equivalent of 1440 hours.

## ARTICLE 3 - CITY SECURITY

The Union agrees that, during the term of this Agreement, its membership (as individuals or as a group) will not cause, encourage, participate in, or support a strike, slowdown, work stoppage, or other concerted activity intended to interrupt Fire Department services. Violation of this article shall be grounds for disciplinary action.

## ARTICLE 4 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all charter, statutory and other managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, by way of description and not limitation, the rights, in accordance with its sole and exclusive judgment and discretion: to direct and supervise all operations and functions; to manage and direct the work force, including, by way of description and not limitation, the right to determine the methods, processes, locations and manner of performing work; to hire, promote, and retain employees; to determine schedules of work; to determine the need for a reduction or an increase in the work force; to establish, revise and implement standards for hiring, classification, promotion, quality of work, materials and equipment; to implement new and to revise or discard, wholly or in part, methods, procedures, materials, equipment, facilities and standards. Utilization of any management rights not specifically limited by this agreement shall be at the City's discretion and not subject to the grievance procedure or negotiation, unless the matter is a mandatory subject of bargaining as required by ORS 243.605 through 243.672.

## ARTICLE 5 - LAYOFF

### 5.1 LAYOFF PROCEDURE

If the City should reduce its work force, layoffs shall be made within each job classification in the Department or Division based on seniority. Any employee laid off in a classification or Division may exercise seniority rights by bumping laterally or lower into another classification or Division, provided skills and training standards for the new classification can be met. One month advance notice will be given to employees whom the City intends to lay off.

Employees may not bump into a firefighter (line) position unless they have previously worked as a GFES firefighter or meet the minimum qualifications for firefighter. Non-suppression employees who meet the minimum qualifications will be added to an internal firefighter recruitment list in the event of a layoff. Prior to placement on the internal firefighter eligibility list, the following minimum qualifications shall be met; obtain EMT-Basic certification and pass the physical agility test. Prior to attending the probationary Firefighter Academy, the non-suppression employee must complete and pass the medical physical. In order to be appointed as firefighter, the employee must successfully complete probationary Firefighter Academy. Appointed employees must complete the firefighter task book, attend and pass the Apparatus Operator (AO) academy and complete the AO task book within twelve months of appointment.

Employees may not bump into a Life Safety Division position unless they previously worked as a Gresham Fire & Emergency Services Deputy Fire Marshal, or, meet the minimum qualifications for the position.

## 5.2 RECALL

No new employees shall be hired until all laid off employees have been given an opportunity to return to work. Employees laid off for a period of more than thirty-six months (36) lose all seniority credits and recall rights. Employees recalled within thirty six (36) months of their layoff date shall be recalled according to seniority only and may be required to attend refresher training for up to six (6) weeks. A refusal of recall shall constitute voluntary termination, and said employees shall lose their layoff status privileges and seniority.

The city shall notify laid off employees, in writing, via certified letter, of recall opportunities within ten (10) business days of a job posting. Employees will have ten (10) business days to accept or refuse the recall, upon receipt of certified letter.

# ARTICLE 6 - UNION SECURITY

## 6.1 CHECK-OFF

The City agrees to deduct Union dues from the paycheck of each employee who is a member of the Union and who authorizes the deduction in writing.

## 6.2 RELIGIOUS OBJECTIONS

The City agrees to enter into an agreement with the Union whereby employees who are not members of the Union who have a bona fide religious objection to membership in a Union are required to make an in-lieu-of-dues payment to a charity. This agreement shall safeguard the rights of nonunion employees based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member. The employee shall pay an amount equivalent to regular union dues to a nonreligious charity or to a charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the City that this has been done.

## 6.3 MEETINGS

The City agrees to allow the Union to have meetings on City property at reasonable and mutually agreed upon times and places.

# ARTICLE 7 - ACTING IN CAPACITY

## 7.1 MINIMUM QUALIFICATIONS

When a Captain is going to be absent more than three shifts the City may appoint a Lieutenant from that station to Act in Capacity in the Captain position for administrative purposes.

In the absence of a current promotional list in the Life Safety Division, Acting in Capacity (AIC) will be by seniority. AIC shifts shall be distributed as equitable as is practical.

## 7.2 REQUIREMENTS

In order to remain on the promotional list, employees must work in the higher classification when requested by the Fire Chief or a designee. If an employee does not wish to work in the higher classification, the employee must submit this intention in writing to the Fire Chief and agree to remove his/her name from the promotional list.

## 7.3 RATE OF PAY

Employees working in the next higher classification shall receive "acting in capacity" pay equal to five percent (5%) above their current base rate.

# ARTICLE 8 - PROMOTION LISTS AND VACANCIES

## 8.1 PROMOTION LISTS

Promotion lists for employees within the bargaining unit shall be kept current and up to date at all times. Lists shall be good for thirty-six (36) months and copies of the results shall be posted without scores. Employees who wish to be considered for promotion to lieutenant must have completed five (5) years in the Operations Division with Gresham Fire & Emergency Services as a firefighter prior to appointment. Employees who wish to be considered for promotion to Captain must have completed two (2) years in the Operations Division with Gresham Fire & Emergency Services as a Lieutenant prior to appointment. All study information regarding tests and anticipated processes will be provided to the candidates three months prior to the test dates. It is recognized that certain positions, except Lieutenant and Captain, do not require testing, pursuant to this section, due to lack of turnover. Tests shall be given for these positions only when needed.

## 8.2 VACANCY

Whenever the City deems it necessary, based upon need, to fill a vacancy in a promotional position, such vacancy shall be filled first from employees who formerly held the vacant position, but bumped to a lower classification due to layoff, and then secondly from the current promotion list. In the event no promotion list exists, the City will take the appropriate steps to develop a valid promotion list. Vacancy for the purposes of Article 8.2 occurs when the City receives unequivocal notice that a position is or will become vacant due to a retirement, promotion, demotion, termination, discharge, death, or resignation.

## 8.3 OPEN POSITIONS

Open positions (sick leave, injury leave, and leaves of absence) shall be filled by call shifts if detail personnel are not available for work.

The Fire Chief shall have sole discretion to temporarily promote an officer to fill vacancies that are known or expected to last more than 90 days. The person promoted shall be taken from the top of the existing promotional list. When the person responsible for the vacancy returns to duty, the last officer promoted shall return to his or her previous position and rate of pay. Not more than 180 days of temporary promotions shall be counted towards the probationary period for promotions. If the person causing the vacancy is unable to return to duty, all time served shall be counted towards probation. The person being returned to a previous position shall remain at the

top of the promotional list only for the duration of the list they were originally promoted from. If the list should expire before another vacancy becomes available, the person would be required to participate in the next promotional process to be considered for future promotions. However, if the person promoted serves a period that exceeds 180 consecutive days, his or her promotion shall be considered as being permanent, and if the person causing the vacancy returns to duty, the individual may be returned to their previous position, and shall remain at the top of the promotional list regardless of the list expiring.

## ARTICLE 9 - PROBATIONARY PERIOD

### 9.1 ENTRY PROBATIONARY PERIOD

The entry probationary period shall be 12 months. Prior to completion of the probationary period, employees may be discharged at any time without cause or appeal rights.

In exceptional circumstances, the City may extend the entry probationary period for a period of time not to exceed 90 days.

### 9.2 PROMOTION PROBATIONARY PERIOD

Promotion within the unit shall be subject to a 12 month probationary period. Upon mutual agreement with the Union, the City may extend the probationary period up to six (6) months.

In the event the City determines an employee is unable to successfully complete his/her probationary period, the employee will be entitled to return to his/her former position.

## ARTICLE 10 - GRIEVANCE PROCEDURE

### 10.1 DEFINITION

A grievance is defined as a dispute regarding an alleged violation of the Agreement so long as the Union and the City agree that the alleged violation involves an act or occurrence affecting an employee in the bargaining unit. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, the section of the Agreement violated, and the remedy sought.

### 10.2 PROCESS

**Step 1.** An employee who believes he/she has a grievance, as defined above, shall discuss the matter with his/her immediate supervisor within seven (7) working days of the date of the alleged act, or when the grievant has actual knowledge or should have been aware of such act. Working days, for the purpose of this Article, are defined as Mondays through Fridays, excluding holidays, Saturdays, and Sundays.

**Step 2.** If the employee and his/her immediate supervisor are unable to resolve the issues raised by the employee within seven (7) working days, the employee shall submit a written grievance to his/her supervisor within 21 working days of the alleged act. Each grievance must include the provisions of this Agreement which are alleged to have been violated, the basis for the violation, the date and time of the violation, and the remedial action requested. A copy of each grievance shall be provided to the Fire Chief, Deputy Fire Chief and the Human Resources Director.

**Optional Step.** If both the grievant and the City agree, the grievance may be submitted to the Fire Department Labor-Management Relations Committee for more insight and suggestions on ways to settle the grievance. The Labor-Management Relations Committee will have seven working days within which to review the matter.

**Step 3.** If, within seven (7) working days, the immediate supervisor and the employee have not settled the grievance, the employee may submit the grievance to the Fire Chief and Deputy Fire Chief.

**Step 4.** If, within seven (7) working days, the Fire Chief, Deputy Fire Chief and the employee have not settled the grievance, the employee may submit the grievance to the City Manager.

**Step 5.** If, within 14 working days, the City Manager and the employee have not settled the grievance, the Union, on the approval of the employee, may submit the grievance to an arbitrator to be determined in accordance with Step 6 of this article. Notice of appeal must be made in writing and within 14 working days after the response from the City Manager.

**Step 6.** The City and the Union will attempt, within seven (7) working days of the Step 5 notice of appeal, to mutually select an arbitrator. If they cannot agree on an arbitrator, the Union shall, within 14 days of the Step 6 notice of appeal, submit a request to the Oregon State Employee Relations Board for a list of seven (7) potential arbitrators. The City and the Union representatives will then select from the Employment Relations Board by alternately striking names from said list, with the Union striking the first name. The arbitrator selected shall then schedule a hearing on the grievance, and shall render a decision within 30 calendar days after the close of the hearing, unless otherwise agreed. The cost of the arbitration shall be shared equally by both parties, except each party shall be responsible for compensating its own witnesses and representatives. The City and the Union agree that the decision of the arbitrator shall be final and binding.

### 10.3 ARBITRATOR GUIDELINES

The arbitrator shall render a decision based solely on whether this Agreement has been violated. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

### 10.4 TIME LIMITS

All time limits in this procedure shall be maximums unless both parties agree in writing to extend the time periods.

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A. If the grievant or the Union fails to respond in a timely fashion, the grievance may be carried forward, but it shall not be subject to arbitration.
- B. If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

## ARTICLE 11 - DISCIPLINE AND DISCHARGE

### 11.1 STANDARD

No employee shall be disciplined except for just cause. Oral reprimands, warnings or counseling's are not considered discipline and shall not be subject to the grievance procedure contained herein.

### 11.2 IMPLEMENTATION

If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee.

### 11.3 DUE PROCESS

In the event the City believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

- a) The employee shall be notified of the charges or allegations that may subject him/her to discipline;
- b) The employee shall be notified of the disciplinary sanctions being considered;
- c) The employee will be given an opportunity to refute the charges or allegations either in writing or orally in an informal hearing;
- d) At his/her request, the employee will be entitled to be accompanied by a fellow employee or a representative of the Union at the informal hearing.

### 11.4 JUST CAUSE STANDARDS

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a) The employee shall have warning of the consequences of his/her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- b) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- c) The City must conduct a reasonable investigation.
- d) It must be determined that the employee is guilty of the alleged misconduct or act.
- e) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- f) The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

## ARTICLE 12 - LEAVE

### 12.1 SICK LEAVE

**Fire Suppression Accrual.** Fire suppression employees shall accrue sick leave at the rate of 14 hours per full calendar month of completed employment. Accrual shall not exceed 1,800 hours for sick leave purposes. Any sick leave that accrues beyond 1,800 hours shall only apply toward employee retirement, as provided by the applicable ORS section, and shall not be available for absences normally covered by sick leave. Unused accrued sick leave will not be compensated for upon termination. Sick leave shall not accrue during any leaves of absence without pay of more than seven days.

Entry probationary suppression employees shall start work with a balance of 72 hours of sick leave. Accrual of additional sick leave, as provided elsewhere in this Article, shall begin on the start of the employee's seventh month.

**40 Hour Employees.** Fire life safety and other forty (40) hour employees shall accrue sick leave at the rate of nine (9) hours per full calendar month of completed employment. Accrual shall not exceed 1200 hours for sick leave purposes. Any sick leave that accrues beyond 1200 hours shall only apply toward employee retirement, as provided by the applicable ORS section, and shall not be available for absences normally covered by sick leave. Unused accrued sick leave will not be compensated for upon termination. Sick leave shall not accrue during any leaves of absence without pay of more than seven days. Entry probationary prevention employees shall start work with a balance of forty-eight (48) hours of sick leave. Accrual of additional sick leave, as provided elsewhere in this Article, shall begin on the start of the employee's seventh month.

**Utilization of Sick Leave.** Sick leave will be allowed when an employee is unable to work because of illness, off-the-job injuries, or for necessary medical or dental care, authorized leave under State and Federal family and medical leave laws, and workers' compensation as provided in Article 12.2 - Workers' Compensation.

Whenever practical, medical and dental appointments shall be scheduled on an employee's own time to avoid interference with Department scheduling and operations.

The city may take steps to investigate and curtail sick leave abuse. Prior to taking action when sick leave abuse is suspected, the supervisor will notify the employee that their sick leave usage appears to be excessive. The purpose of this notification is to provide the employee an opportunity to identify the reasons for sick leave usage, and to assist the employee to improve their attendance.

An employee who is determined by the city to be abusing or misusing sick leave may be subject to discipline and the requirement to provide verification of illness.

### **Annual Sick Leave Incentive Program**

In an effort to reduce the number of sick leave hours used by employees each year and to recognize those employees who use sick leave responsibly, employees may elect to have sick leave hours converted at their normal rate of pay and contributed to either a Post Employment Health Plan (PEHP) or a Health Reimbursement Account/VEBA (HRA/VEBA) if qualified to participate.

### **Suppression**

Employees must have a minimum of 480 hours of sick leave to participate. Employees will notify the City of their election to participate in December of each year.

Suppression employees who use no sick leave during a calendar year shall be allowed to contribute up to 72 hours of their sick leave bank.

Employees who use some sick leave shall be allowed to contribute sick leave per the following schedule:

24 hours or less used	48 hours maximum contribution
24-48 hours used	24 hours maximum contribution
48-72 hours used	12 hours maximum contribution

### **40 Hour Employees**

40 hour employees must have a minimum of 350 hours of sick leave to participate. Employees will notify the City of their election to participate in December of each year.

40 hour employees who use no sick leave during a calendar year shall be allowed to contribute up to 30 hours of their sick leave bank.

Employees who use some sick leave shall be allowed to contribute sick leave per the following schedule:

10 hours or less used	20 hours maximum contribution
10-20 hours used	10 hours maximum contribution
20-30 hours used	5 hours maximum contribution

## **12.2 WORKER'S COMPENSATION**

When an employee is absent from work because of an on-the-job injury, the time off will not be charged to sick leave, except as provided below. The employee may select one of the following options:

- a) The employee will only receive his/her Workers' Compensation payments.
- b) Employees may voluntarily turn in their first and all subsequent Workers' Compensation payments and in turn will receive their regular paycheck.

Under option (b), the following will occur:

1. No sick leave will be deducted from the employee's bank for 180 consecutive calendar days. The 180 consecutive calendar day period begins on the date of injury, as determined by the City's worker's compensation insurance carrier, or if self-insured, by the City's worker's compensation self-insured program's designated Third Party Administrator (TPA).

In the cases in which a WC claim has been closed by either the City's TPA or the State of Oregon Worker's Compensation Division, and the employee files an aggravation claim, acceptance of the aggravation claim in the WC process shall begin a new period of 180 consecutive calendar days in which no sick leave will be deducted from an employee's leave bank. The new 180 consecutive

calendar day period will relate back and begin on the date the aggravating event occurred, as determined in the WC process.

For any WC claim that is determined to be for a new injury, a new 180 consecutive calendar day period would begin, as of the date of the new injury, as determined by the City's workers' compensation insurance carrier, or if self-insured, by the City's worker's compensation self-insured program's designated Third Party Administrator (TPA).

2. After 180 days, employees shall use available sick leave for integration with their Workers' Compensation payments in order to receive their gross wages. In this situation, a full paycheck will only be received if the employee has available sick leave. Once sick leave is exhausted other leave banks may be utilized.
3. In the event an employee withholds any of his/her Workers' Compensation payments, compensation will fall into the integration of sick leave formula described in 2 above from the first day of injury. In the event this occurs, the City can automatically deduct any overpayment in full from the employee's next paycheck or subsequent checks if there is not a sufficient amount in the next paycheck.

### 12.3 FUNERAL LEAVE

In the event of a death in the immediate family (spouse, parent, or stepparent, child, sibling, grandchild or grandparent, mother or father-in-law, sister- or brother-in-law, or a person living in the same household), the Department may grant sufficient time off with pay to make funeral arrangements, if necessary, and to attend the funeral. A maximum of five calendar days or two shifts may be granted if warranted by the situation. A maximum of up to 40 hours for prevention employees or 56 hours for suppression employees may be granted if warranted by the situation.

### 12.4 JURY DUTY

Employees shall not suffer any loss of pay when required to attend a jury trial or when subpoenaed as a witness. All fees or pay received as a juror or witness, less reasonable justified expenses, will be signed over to the City. Employees will be expected to report to work when less than a normal workday is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions initiated by the employee against the City.

### 12.5 COURT TIME

Any employee required and assigned by the City to appear in court outside regular duty hours shall be paid at time and one-half.

### 12.6 UNION LEAVE

The Union shall be allowed leave with pay, up to 168 hours per fiscal year, for members to attend conferences and workshops pertaining to collective bargaining, contract maintenance, and related activities having a direct relationship to the Union's labor management relationship with the City. Time off will be allowed so long as twelve (12) hours advance notice is given and the City is able to fill the shift under the current practice.

## 12.7 TRADE TIME PROCEDURE

The Fire Chief allows employees the privilege of exchanging time, providing such trade does not, in the judgment of the Fire Chief, in any way reduce the efficiency of Fire Department operations. All authorized trades shall be handled in accordance with Department operating procedures.

# ARTICLE 13 - HOLIDAYS

## 13.1 SUPPRESSION EMPLOYEES

Fire suppression employees shall be allowed four (4) 24-hour shifts per year in lieu of holidays. Additionally, employees will be credited with four (4) hours for Christmas Eve/New Year's Eve. Effective January 1, 2006, these hours (100 total hours) will be added to the employee's existing vacation bank at the beginning of the calendar year. At the employee's request, an "in lieu of holiday" cash payout will be paid to employees twice annually: fifty (50) hours in June and fifty (50) hours in December. Such request must be made in writing to the Deputy Fire Chief by December 1.

The first 100 hours used in the vacation bank shall be considered "in-lieu of holiday" time used. Any remaining balance of "in-lieu of holiday" time will be deducted from the employee's vacation bank at the end of the calendar year. Under no circumstance will any remaining balance of "in-lieu" holiday be paid out to an employee at the end of the calendar year or carry over to the following calendar year.

"In-lieu of holiday" time shall not be considered vacation time and as such will not be included in the amount of vacation carry over referred to in section 14.5 of the collective bargaining agreement.

If an employee terminates during the year, "in-lieu of holiday" time shall be allowed in proportion to the number of full calendar months worked. The appropriate adjustment will be made to the employee's vacation bank before vacation pay out.

## 13.2 FORTY-HOUR EMPLOYEES

Forty-hour employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

Whenever the holiday falls on Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on Saturday, the previous Friday shall be observed as the holiday. The holidays listed above shall be applied against a bank of 90 hours for 4/10-hour day employees and against a bank of 80 hours for 5/8-hour day employees. Additionally, employees will be credited with four (4) hours for Christmas Eve/New Year's Eve. One fourth (1/4) of the total bank shall accrue at the beginning of each quarter of a calendar year. Additional holiday hours earned can be taken off as floating holiday time.

In addition to the paid holidays, forty (40) hour employees shall receive two (2) personal days in January, 2013. These days are to be used within the year they are given and do not roll over, nor do they count towards the annual vacation accrual.

In January, 2014 forty (40) hour employees shall receive one (1) additional personal day for a total of three (3) per year. These days are to be used within the year they are given and do not roll over, nor do they count towards their annual vacation accrual.

## ARTICLE 14 - VACATION

### 14.1 FIRE SUPPRESSION ACCRUAL

Fire suppression employees shall accrue vacation credits for each full month worked in accordance with the following schedule. An employee shall not be eligible for or entitled to vacation prior to the completion of one full year of service with the Department.

1st year/month 0 - 4th year/month 48	6 shifts/144 hrs
5th year/month 49 - 7th year/month 84	8 shifts/192 hrs
8th year/month 85 - 9th year/month 108	9 shifts/216 hrs
10th year/month 109 - 14th year/month 168	11 shifts/264 hrs
15th year/month 169 - 19th year/month 228	12 shifts/288 hrs
20th year/month 229 - 24 <sup>th</sup> year/month 288	14 shifts/336 hrs
25th year/month 289 - subsequent years	15 shifts/360 hrs

### 14.2 FORTY-HOUR EMPLOYEES

Forty-hour employees shall accrue vacation credits for each full month worked in accordance with the following schedule. An employee shall not be eligible for or entitled to vacation prior to the completion of one full year of service with the Department.

1st year/month 0 - 4th year/month 48	109 working hours
5th year/month 49 - 7th year/month 84	145 working hours
8th year/month 85 - 9th year/month 108	163 working hours
10th year/month 109 - 14th year/month 168	199 working hours
15th year/month 169 - 19th year/month 228	217 working hours

20th year/month 229 - 24th year/month 288	253 working hours
25 <sup>th</sup> year/month 289 – subsequent years	272 working hours

#### 14.3 VACATION SCHEDULING - SUPPRESSION EMPLOYEES

Vacations will be scheduled on a calendar year basis.

Association members will provide at least 12 hours advance written notice to the Battalion and/or Deputy Fire Chief of the member's intent to use vacation time.

Up to four (4) members from a shift may schedule time off at any time of the year of which only three (3) can be Technical Rescue Team members. This shall not preclude the City from allowing additional employees off.

#### 14.4 VACATION SCHEDULING - FORTY-HOUR EMPLOYEES

An employee may take vacation subject to the advance approval of the supervisor.

#### 14.5 VACATION CARRYOVER

Employees may carry over a maximum of two (2) times their annual accrual rate from calendar year to calendar year. Employees may accrue more than the two year maximum during the year, but any unused vacation time in excess of the maximum two year accrual will be deducted from the employee's vacation bank on January 1 of each year (i.e. "use it or lose it"). Vacation scheduling shall follow Article 14.3 noted above and GFES Administrative Operating Procedure #14, "Vacation and Holiday Scheduling".

Employees shall be eligible to carry over a maximum of three times their annual accrual rate during the last three years before retirement. Employees wishing to exercise this option shall notify the City of their intended retirement date. The City shall only be obligated to allow the usage of up to twice their annual accrual for actual time off purposes. In the event the employee does not retire as specified, the excess hours may not be accessed by the employee and will be frozen at the accrued time and hourly rate in effect on the original retirement date provided to the City.

## ARTICLE 15 - UNIFORMS

#### 15.1 UNIFORM REPLACEMENT

If the City determines the need for and requires that an employee wear a uniform, such uniform shall be provided by the City at City expense. When an employee believes that a uniform or part of the uniform is worn beyond repair, he/she shall bring it to the attention of the City. If the City agrees, the uniform or part thereof shall be replaced at City expense. All uniforms shall at all times remain City property. Nothing in this Article or any part of this Agreement shall be construed to imply that the City does not have the sole authority to determine who is to wear uniforms.

## 15.2 UNIFORM ALLOWANCE

Life Safety Division employees shall receive \$300 each contract year for the purchase of accessories and cleaning. This supplemental clothing/cleaning allowance will be paid in two equal payments: one-half in September and one-half in March of each contract year.

## 15.3 PROTECTIVE EQUIPMENT

The City solely shall determine the final need for protective equipment. If the City requires the possession and use of protective clothing, such protective equipment and clothing shall be provided by the City at City expense. Such protective equipment shall remain the property of the City at all times. An employee who discovers defective protective equipment shall bring it to the attention of the City. Willful neglect or misuse of protective clothing shall be considered grounds for disciplinary action.

# ARTICLE 16 - WORK SCHEDULE

## 16.1 FIRE SUPPRESSION

The normal work schedule for fire suppression employees is 24 consecutive hours on duty and 48 consecutive hours off duty.

## 16.2 KELLY DAYS

Effective January 1, 2013, for fire suppression employees assigned to a 24 hour shift, the Kelly Day schedule will change from one Kelly Day per quarter, to one Kelly Day every eighteen (18) shifts. This is an increase of 2.76 Kelly Days per year from the present schedule. The net effect will be an average annual work week of 53.03 hours.

The City will maintain authority to determine the assignment of Kelly shifts. Generally, employee track assignment will be the key consideration in the rotation of Kelly days. The needs and priorities of the Department shall also be considered.

Personnel that are transferred or change classification, will assume the Kelly Day track of the person/position they are replacing. Personnel who have not taken their Kelly day for the current rotation will be assigned a Kelly Day in the current rotation by Fire Administration. At no time should a transferee's Kelly day not be assigned in the appropriate rotation.

The trading of Kelly days between shift employees is expressly prohibited.

With the exception of a general recall of all personnel, employees are not eligible for overtime during the 24 hour assigned Kelly Day. Time worked shall not include leave time such as vacation, personal, or sick leave. The assignment of Kelly Relief shall be mutually agreed upon by labor and management.

### 16.3 SHIFT TRANSFERS

Effective January 1, 2010, personnel transferred between shifts shall receive a minimum of 24 hours off between scheduled shifts. For example, a person assigned to A-Shift who is transferred to C-Shift will receive one 24 hour shift off. Further, a person assigned to A-Shift transferred to B-Shift will receive three 24 hour shifts off.

### 16.4 LIFE SAFETY DIVISION

The normal work schedule for life safety division employees will be four (4) ten hours days per workweek with an additional non paid lunch period and a three day weekend. The City will make every reasonable effort to schedule workweeks to allow either a Friday or Monday off, as defined by seniority with considerations of division staffing needs.

As permitted by OAR 839-020-0050(5), this article allows employees, with prior approval of their supervisor, to combine their two (2) fifteen minute periods of rest with their non paid lunch for a combined one hour lunch period. Generally the lunch period will be taken between 11:00 am and 2:00 pm.

### 16.5 OVERTIME

All time worked in addition to an employee's normally scheduled shift shall be compensated at time and one half. All incentive and team pay will be included in an employee's base rate of pay when calculating overtime rates.

### 16.6 STARTING TIMES

Normal starting time for all employees will be 7 am. Changes in starting and dismissal times will not be made by the City without the Fire Chief first meeting and conferring with Union representatives regarding such changes.

### 16.7 MODIFICATION OF NORMAL WORK SCHEDULE

The normal work schedule for an employee may be modified, if necessary, upon request by the employee and approval by the City, to attend training courses.

If the modification results in the employee working more than 204 hours in the 27 day cycle, the employee will receive overtime compensation for the excess hours.

If the modification results in the employee working fewer than 204 hours in the 27 day cycle, the employee will not be eligible for FLSA overtime compensation. An employee will not be paid less than his/her normal monthly salary as a result of a schedule modification made under this section.

This section applies to both life safety and fire suppression employees.

### 16.8 TRAINING DIVISION

The normal work week for employees assigned to the training division is 40 hours per week. Any deviation from a normal week consisting of four (4) ten-hour days for five (5) eight-hour days shall be mutually agreed upon by union and management.

## ARTICLE 17 - INSURANCE

### 17.1 MEDICAL, DENTAL, VISION

Effective January 2006 the City agrees to provide LOC Medical Plan VB-PPP (\$200 deductible, 90%/10% or 70%/30% co-insurance and \$5,000 stop loss) or a substantially comparable insurance plan as the “base” plan. The City will also provide VSP Vision and Standard Insurance dental plan with orthodontia or substantially comparable dental and vision plans.

Effective August 1, 2006, the City agrees to provide LOC Medical Plan VC-PPP (\$300 deductible, 90%/10% in network or 70%/30% out-of network co-insurance benefit, \$5,000 stop loss) or a substantially comparable insurance plan, as the base medical plan for the life of this agreement.

Commencing in August 2004, the following premium cost sharing formula was implemented.

The City shall pick up the first 10% of any increase in the base medical and vision insurance premiums on a per tier basis. Any increase in premiums above this percentage shall be shared between the City and the individual unit members on a 50%/50% basis.

The annual premium cost sharing calculation shall be calculated using the increase in the actual total Monthly Premium on a per tier basis over the prior year’s actual Total Monthly premiums. If employee cost sharing results from the cost sharing calculation, it will be added to the prior year employee contribution. If the premium increase for the year being calculated does not exceed the 10% threshold, the existing employee contribution will stay in effect and no additional contribution will be added.

The City agrees to provide the association with all rate changes and annual enrollment plan information within one week of receipt of such information from the benefit administrators and/or insurance carriers.

Unit members may buy up to any other medical plan offered including Kaiser and any other Blue Cross plans offered to all other City employees by paying the difference between the City’s premium contribution for the base plan and the premium cost of any other plan.

The City will continue to offer the current Kaiser Medical Plan with Vision and/or Prescriptions and the current Kaiser Dental or a substantially comparable HMO plan. In any event, the City’s obligation for premium payments will not exceed the amounts paid for the base plan noted above.

*See Appendix C for a summary description of the “base” medical, vision and dental plans, and the Optional Copay Plan A PPP.*

### 17.2 LIFE INSURANCE

The City agrees to provide \$50,000 life insurance and accidental death and dismemberment protection for each employee.

### 17.3 INCOME PROTECTION

The City agrees to provide a long-term disability insurance plan for each employee. Income protection shall be 60 percent of the disabled employee's salary.

#### 17.4 FLEXIBLE SPENDING ACCOUNT

The City will offer a flexible spending account program that meets the requirements of Section 125. Participation in this program is voluntary.

#### 17.5 HEALTH REIMBURSEMENT ACCOUNT (HRA/VEBA)

Commencing in August, 2012, the City agrees to contribute each month the dollar value equivalent of 1% of top step firefighter monthly salary to a Health Reimbursement Account/Voluntary Employees' Beneficiary Association (HRA/VEBA), for all employees covered by this agreement, to be used by an employee, at their option, for either pre or post-retirement eligible medical expenses.

#### 17.6 SURVIVOR BENEFITS

In the event of a line of duty death, the City of Gresham shall provide, and pay said medical/dental insurance premiums, for a two (2) year period to member's immediate surviving family that would be eligible under the City plans had the member been active. Medical/dental benefits are to be, at a minimum, equal to the plans in effect for the unit membership. Aforementioned benefit shall be in effect if said line of duty death conformed to the Federal Public Safety Officers Benefit Law. Said benefit shall cease if the surviving spouse remarries or after 24 months.

## ARTICLE 18 - COMPENSATION

#### 18.1 PERS PICKUP

The City agrees to pay the employee's portion of the retirement contributions to the Public Employees Retirement System, not to exceed the rates required by law for such employee contribution as of July 1, 1980.

**Section 1. Public Employees Retirement System ("PERS") Members.** For the purposes of this Section 1, "employee" means an employee who is employed by the City on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

**Retirement Contributions.** On behalf of employees, the City will continue to "pick up" the six percent employee contribution, pursuant to the law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

**Section 2. Oregon Public Service Retirement Plan Pension Program Members.** For the purposes of this Section 2, "employee" means an employee who is employed by the City on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the City pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

**Contributions to Individual Account Programs.** As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter, Oregon Laws 2003, and pursuant to Section 3 of that same chapter, the City shall pay an amount equal to six percent (6%) of the employee's monthly salary,

not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the City under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

**Section 3. Effect of Changes in Laws (Other than PERS Litigation).** In the event that the City's payment of a six percent (6%) employee contribution under Section 1 or Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the City shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the City ceases paying the applicable six percent (6%) pick up and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

## 18.2 SALARY SCHEDULE

Effective July 1, 2012 all steps on the salary schedule will be increased according to CPI-W-All Cities Jan-Jan, with a minimum of two percent (2%) to a maximum of four and a half percent (4.5%).

Effective July 1, 2013 all steps on the salary schedule will be increased according to CPI-W-All Cities Jan-Jan, with a minimum of two percent (2%) to a maximum of four and a half percent (4.5%).

Effective July 1, 2014 all steps on the salary schedule will be increased according to CPI-W-All Cities Jan-Jan, with a minimum of two percent (2%) to a maximum of four and a half percent (4.5%).

*See Appendix A for Hourly calculation rates*

## 18.3 SCHEDULE MOVEMENT

An employee shall be eligible to advance on the salary schedule after completing 12 months of satisfactory performance in the classification. A probationary employee will advance when he/she successfully completes probation. At the completion of probation, the employee will advance by ten & one-half percent (10.5%) (new employees only). Thereafter the employee will advance at five percent (5%) increments until they reach the top of the range based on satisfactory performance. Employees will move to the top of the schedule by their fifth anniversary in accordance with this section. The final increase may be more or less than five percent (5%).

## 18.4 PROMOTION

Employees promoted to a higher classification shall have their salary adjusted to the top of the new classification's pay scale. The new rate of pay shall be effective on the date of promotion. The date of the appointment shall become their new anniversary date for future salary increases.

The Fire Chief may detail a lieutenant to fill officer and firefighter vacancies as needed between fire companies. The personnel that are detailed usually will be the three least senior lieutenants in the department. However, other lieutenants may be detailed as mutually agreed upon by labor and management.

#### 18.5 EMT PAY

In addition to the rate shown above, employees who are Oregon State certified EMT-P will be paid a salary premium of 9.5% on their base pay.

#### 18.6 SPECIALTY TEAMS AND SPECIAL SKILLS

Team member's selection and assignment to Specialty Teams and for Special Skills shall be at the discretion of the Fire Chief in consideration of indicated interest, seniority, demonstrated skill and station assignment. Standards for assignment to all positions and maintenance of assignments are at the discretion of the City. Primary duties of the department shall be maintained and used as a basis for all special team assignments.

#### 18.7 TEAM LIMITS

Employees may not be assigned to more than two Specialty Teams.

#### 18.8 HAZARDOUS MATERIALS TEAM

Employees assigned to serve as members of the Hazardous Materials Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of five and one quarter percent (5.25%) of their base pay. These duties include participation in confined space entry as part of the Technical Rescue Team. The rate of pay above assumes four and one quarter percent (4.25%) for Hazardous Materials and one percent (1%) for confined space entry.

#### 18.9 WATER RESCUE TEAM

Employees assigned to serve as members of the Water Rescue Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay.

#### 18.10 SCUBA DIVE TEAM, SWAT

Employees assigned to serve as members of the Dive Team and the City of Gresham SWAT Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay.

#### 18.11 TECHNICAL RESCUE TEAM

Employees assigned to serve as members of the Technical Rescue Team (TRT) and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay.

The City shall maintain an on duty minimum staffing level that meets the requirements of OR-OSHA for a confined space entry. Scheduling of time off by TRT members shall be consistent with Article 14.3.

#### 18.12 URBAN SEARCH AND RESCUE TEAM

Participation in the Oregon State Urban Search and Rescue Team (USAR) requires assignment to the Technical Rescue Team (TRT). Employees assigned as members of the USAR Team and have completed the applicable training to the satisfaction of the Team Leader, or who have been assigned to, and participating, with the team for a period of four (4) months shall be compensated at the rate of three percent (3%) of their base pay for a total of six percent (6%) when combined with Technical Rescue Team (TRT) pay.

#### 18.13 SELF CONTAINED BREATHING APPARATUS (SCBA) TECHNICIAN

Employees certified and assigned to maintain Self Contained Breathing Apparatus (SCBA) shall be compensated at the rate of four and one quarter percent (4.25%) of base pay.

#### 18.14 FIELD TRAINING OFFICER

The City may occasionally assign a member of the bargaining unit to serve as a Field Training Officer (FTO). The FTO will coach and train another employee who is completing a Field Training Manual through the Board on Public Safety Standards and Training or an evaluation related to an internship through the Oregon Health Sciences University. In such situations, the parties agree to the following:

- a) **Suppression:** When an employee is serving as an FTO for another employee who is in the same classification, the FTO will receive additional compensation equal to five percent (5%) of regular base salary. The additional five percent (5%) will be for each shift during which the employee performs FTO duties.
- b) **Life Safety:** When an employee is serving as an FTO for another employee who is in the same classification, the FTO will receive additional compensation equal to five percent (5%) of regular base salary. The additional five percent (5%) will be for the period of time during which FTO duties are actually performed and shall be calculated to the nearest quarter hour.

#### 18.15 MINIMUM CALLBACK

An employee called back to work after completing his/her shift or on his/her day off shall be credited with not less than three (3) hours compensation at the rate of time and one-half (1-1/2) for each instance of callback. This provision shall be applicable only when the callback results in hours worked which are not annexed consecutively to either end of the employee's regularly scheduled work shift.

Should an employee who has been called back to work wish to be excused from duty prior to having been on duty for three (3) hours, he/she may, with his/her supervisor's approval, be excused prior to completing three hours of work, in which event he/she will receive callback pay only for the time actually worked.

A Deputy Fire Marshal shall be released when the inspection or investigation for which he/she was called back is completed. The callback minimum for Deputy Fire Marshals shall be a minimum of two (2) hours compensation at the rate of time-and-one-half.

## 18.16 ON-CALL STATUS

**Duty Period.** In order to provide effective after-hours response, Life Safety Investigators will be assigned to on-call duty (740) periods of less than one-week duration on a rotating basis. The City will make every reasonable effort to assign work in such a manner as to assure parity of on-call duty, utilizing a minimum 4-person rotation. If the 740 staffing is reduced below 4 persons, then the open rotation position will temporarily be filled by order back, by the Fire Marshal or another manner as agreed to by the City and Union. The City will take action to restore the minimum 4-person rotation as soon as possible.

**Duties.** During the period that an investigator is assigned to 740 on-call duty, the investigator will remain available to contact by pager in order to respond to emergency calls. The investigator will be free to use the on call time for personal activities, so long as the investigator remains available for contact and response. If the on-call investigator knows he/she will be unavailable during his/her on-call assignment, it will be that investigator's responsibility to arrange for back-up coverage utilizing trade time. In the event a trade is not possible, the Fire Marshal will be notified. The Fire Marshal may personally cover the on-call period, provide for coverage by order back, or as otherwise agreed between the city and Union. Order backs will be issued as to assure parity in order back hours assigned individual investigators. Investigators will make all reasonable efforts to obtain trade time and not force on-call assignments.

**Pay.** Life Safety Investigators who are assigned to the regular 740 on-call rotation will receive a salary premium of five percent (5%) of the highest monthly base wage step. Investigators ordered back to on-call status will be compensated at a rate of .045% of the highest monthly base wage step for every on-call hour worked in addition to the salary premium.

**Removal from On-Call Duty.** In the event that an investigator declines or is unavailable for response during an assigned on-call duty week and has not arranged for back-up coverage as provided herein, the investigator may be removed from on-call rotation. An investigator removed from on-call duty under this section will no longer be eligible for the salary premium or order back compensation. Reinstatement to on-call duty after removal under this section will be at the discretion of the Fire Chief or his/her designee.

## ARTICLE 19 - GENERAL PROVISIONS

### 19.1 OUTSIDE EMPLOYMENT

Employees presently employed by any company, other than the City, must keep the City advised of said employment. Such employment must:

- a) Be compatible with the employee's City work;
- b) In no way detract from the efficiency of the employee in his/her City work;
- c) In no way be a discredit to City employment; and
- d) Not take preference over extra duty required by City employment.

## 19.2 EXISTING CONDITIONS

It is the intent of the parties that employees covered by this Agreement shall suffer no loss of compensation by the execution of this Agreement.

## 19.3 LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a joint Fire Department Labor-Management Relations Committee which shall meet at least quarterly to discuss ongoing labor-management issues. The committee will consist of up to five persons from Management and up to five persons from the Union, each of whom will be expected to maintain ongoing membership on the Committee until permanently replaced.

## 19.4 CONTRACTING OUT

The City shall not contract or subcontract out work presently and regularly performed by members of the bargaining unit without first notifying and bargaining with IAFF Local 1062 regarding the decision to subcontract and the effects of subcontracting.

## 19.5 SENIORITY LIST

On or before January 1 of each year that this Agreement is in force, the City shall prepare a seniority list of all employees covered by this Agreement. The seniority list shall contain the name of each employee and the employee's date of hire. A copy of this list will be made available to the Union.

When an employee takes a leave of absence without pay for more than 30 consecutive calendar days, the time spent on leave does not count toward seniority accrual, except as required by state or federal statutes. The employee's hire date on the seniority list will be adjusted forward based on the length of such a leave of absence.

## 19.6 PERSONNEL RECORDS

Any employee, upon written request, shall have reasonable access to his/her personnel file, except those materials which are confidential by law. Any employee shall have the right to reproduce any material in his/her personnel file subject to the above limitation. Copies of all written warnings and any notices of disciplinary action placed in an employee's personnel file will be provided to the employee. Any material in the file shall be removed with mutual agreement of the employee and the City pursuant to Oregon Administrative Rules, Chapter 166, Division 40, State Archivists.

## 19.7 LIGHT DUTY ASSIGNMENT

Employees returned to work on light duty assignments shall suffer no loss of accrued leave benefits as a result of changing from a suppression workweek to an administrative workweek or vice versa. In the event such an assignment occurs, the employee's hours utilized will be converted to the appropriate rate. (See attachment under Appendix A for current suppression workweek hours.)

## 19.8 CONVERSION FACTOR

The factor for use in converting leave banks due to a change from a suppression workweek to an administrative workweek or vice versa is referenced under Appendix B.

Any changes to the attachment under Appendix A for suppression workweek hours will require a correction of the conversion factors under Appendix B.

During temporary and light duty assignments, only those hours utilized will be converted.

Any assignments of a more permanent nature (i.e. Training, Life Safety, or Administration) the conversion will be made as of the first day of the month following the change in workweek. During the interim period from the date of the workweek change until conversion of the banks is made, the employee will reflect the conversion hours on his/her time and attendance report.

#### 19.9 BATTALION CHIEF JOB SECURITY

Any employee promoted to a Battalion Chief position can elect to be restored to their previous position of employment at any time within 12 months of promotion to Battalion Chief if promoted from within the bargaining unit, and if a vacancy exists within the bargaining unit. This provision will not apply in disciplinary cases that could result in termination. Positions eliminated as a result of reductions in staff, and or budget reductions, shall return to their last tested for position. These reductions cannot result in layoff of firefighter(s) if vacancies do not exist. Personnel that are demoted by the reduction in rank shall not have their current wage frozen (redlined) but will be compensated at the rate of pay for the position to which they are returning. Such affected employees shall retain promotional rights to the previously held position indefinitely. Employees returning to a bargaining unit position will receive seniority credit for the time previously held within a union represented position. Time spent as Battalion Chief shall not count toward union seniority.

#### 19.10 TOBACCO PRODUCT USE

Employees hired after January 1, 2006, as a term and condition of employment, will be prohibited from using tobacco products in any form while on duty. Use for verifiable medical and religious reasons shall be permitted. Employees needing to use tobacco products for verifiable medical or religious reasons shall notify the Fire Chief in writing.

The occasional use of a tobacco product (i.e. a cigar) for the purpose of celebration would not be considered a violation of this section.

Any employee who enrolls in, and successfully completes, an approved tobacco cessation program will have up to \$150 of their out-of-pocket cost for the program reimbursed to them upon providing satisfactory receipts for incurred expense. Employees must seek pre-authorization from the Fire Chief before enrollment and their tobacco-free status must be validated six months after program enrollment.

Program approval will be based upon the recommendation of the Oregon Tobacco Quit Line (1-877-270-7867) or through the employee's health care provider. Validation will be provided through the approved program, the employee's health care provider, or commercially available home testing kits.

## ARTICLE 20 - SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific provision directly affected by such decision. Upon the issuance of such a decision, the Union and the City agree to negotiate a substitute, if possible, for the invalidated provision.

## ARTICLE 21 - DURATION

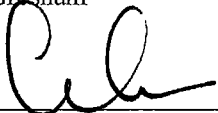
This Agreement shall be effective January 1, 2012, and shall remain in full force and effect through June 30, 2015. It shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing, not later than January 15, of the expiring year, or any subsequent year, that it wishes to terminate or modify this Agreement for any reason.

Any specified Article or Articles of this Agreement may be opened for renegotiation by mutual written consent of both parties at any time during the life of this Agreement.

## EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto this 17 day of August, 2012.

City of Gresham



Erik Kvarsten  
City Manager

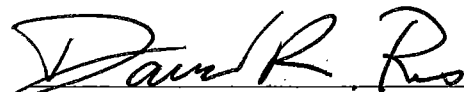
IAFF Local 1062



Greg Matthews  
President, Local 1062

\_\_\_\_\_  
Vice-President, Local 1062

Approved as to Form



David Ris  
City Attorney

## Appendix A

### Annual Hours Calculation

Normal Schedule	
365	Days per year
52	Weeks per year
24	Daily Work hours
3	Work Shifts
121.67	Shifts per year
2920	Annual work hours
56.15	Weekly work hours



## Appendix B

### Conversion Factors

KD Cycle	KD per yr	Wkly hrs	Convert to 40	Convert from 40
31	3.92	54.34	1.3586	0.7360
30	4.06	54.28	1.3570	0.7369
29	4.20	54.22	1.3554	0.7378
28	4.35	54.15	1.3537	0.7387
27	4.51	54.07	1.3518	0.7398
26	4.68	53.99	1.3498	0.7408
25	4.87	53.91	1.3477	0.7420
24	5.07	53.81	1.3453	0.7433
23	5.29	53.71	1.3428	0.7447
22	5.53	53.60	1.3400	0.7462
21	5.79	53.48	1.3370	0.7479
20	6.08	53.35	1.3337	0.7498
19	6.40	53.20	1.3300	0.7519
18	6.76	53.03	1.3258	0.7542
17	7.16	52.85	1.3212	0.7569
16	7.60	52.65	1.3162	0.7598
15	8.11	52.41	1.3103	0.7632
14	8.69	52.14	1.3036	0.7671

## **Appendix C**

### **Insurance Summaries**

 	<b>ODS Base Plan</b>	<b>City of Gresham Group # 10008572</b>	
		<b>In-Network Provider</b>	<b>Out-of-Network Provider <sup>2</sup></b>
<b>Effective August 1, 2012</b>			
Annual Deductible <i>(Individual / Family)</i>	\$300 Individual / \$900 Family		
Annual Out-of-Pocket Maximum <i>(Individual / Family)</i>	\$500 Individual / \$1000 Family	\$1500 Individual / \$3000 Family	
Essential Benefit Annual Maximum <i>(Medical &amp; Rx)</i>	\$2,000,000		
<b>PREVENTIVE CARE</b>			
Periodic Health Exams	No copay <sup>*</sup>		
Routine Women's Exams (including pap test, pelvic exam & breast exam)	No copay <sup>*</sup>		
Immunizations	No copay <sup>*</sup>		
<b>PROFESSIONAL SERVICES</b>			
Office and Home Visits	10%	30%	
Surgery	10%	30%	
Acupuncture	10% (\$1,500 Annual Maximum)		
Chiropractic			
Naturopathic			
<b>MATERNITY CARE</b>			
Practitioner Services	10%	30%	
Hospital Stay	10%	30%	
<b>HOSPITAL INPATIENT / OUTPATIENT SERVICES</b>			
Inpatient Care	10%	30%	
Skilled Nursing Facility Care	10%	30%	
Outpatient Hospital / Facility	10%	30%	
Outpatient Diagnostic X-Ray and Lab	10%	30%	
Specified Imaging (MRI, CT, CAT, PET scans)	10%	30%	
<b>EMERGENCY CARE</b>			
Emergency Room Visits (non mental health or chemical dependency services)	10% after \$100 copay <sup>1,3</sup>		
Emergency Room Visits for mental health or chemical dependency services (In-network out-of-pocket maximum applies to mental health and chemical dependency services)	10% after \$100 copay <sup>1,3</sup>		
Urgent Care Office Visits for non mental health or chemical dependency services	10%		
Urgent Care Office Visits for mental health or chemical dependency services (In-network out-of-pocket maximum applies)	10%		
Ambulance Service for non mental health or chemical dependency	10%		
Ambulance Service for mental health or chemical dependency services (In-network out-of-pocket maximum applies)	10%		
<b>OTHER COVERED SERVICES</b>			
Physical Therapy	10%		
Allergy Injections	10%	30%	
Durable Medical Equipment / Prosthetics	10%	30%	
Home Health, Hospice, and Respite Care	Covered 100%		
<b>PRESCRIPTION MEDICATION</b>		<b>Mail Order</b>	
Individual deductible per calendar year	No deductible	No deductible	
Out of pocket maximum per person per calendar year	Combined with medical	Does not apply	
Prescription medication	10%	\$20 copay	
<sup>*</sup> Deductible waived.			
<sup>1</sup> Copayments and disallowed charges do not apply to the annual deductible or to the out-of-pocket maximum. Expenses applied toward the annual deductible do not apply to the out-of-pocket maximum.			
<sup>2</sup> Out-of-network coverage coinsurance is based on the maximum plan allowance for these services.			
<sup>3</sup> Co pay waived if admitted to hospital.			

\*Deductible waived.

<sup>1</sup> Copayments and disallowed charges do not apply to the annual deductible or to the out-of-pocket maximum. Expenses applied toward the annual deductible do not apply to the out-of-pocket maximum.

<sup>2</sup> Out-of-network coverage coinsurance is based on the maximum plan allowance for these services.

<sup>3</sup> Co pay waived if admitted to hospital.

**NETWORK INFORMATION**

Members may choose a provider from the network directory, which is available at [www.odscompanies.com](http://www.odscompanies.com) under "Find Care" or by contacting ODS' Medical Customer Service Department for assistance.

**DEPENDENT ELIGIBILITY**

Dependents are lawful spouse, Oregon registered domestic partners and eligible children to age 26, including children an employee is required to enroll due to a court or administrative order.

**OUT-OF-AREA CHILDREN COVERAGE**

Enrolled children residing outside the service area may receive the in-network benefit level by using a travel network provider. If a travel network provider is not available, plan benefits will be extended to such enrolled dependents residing outside the primary service area for treatment of an illness or injury, preventive healthcare (including routine physicals and immunizations) and maternity services, as if the care were rendered by in-network providers. Services will be paid at the in-network benefit level if provided within a 30-mile radius of the dependent child's residence or at the closest appropriate facility.

**LIMITATIONS**

- \* 6-month exclusion period for pre-existing conditions for members age 19 and older even if they worsen or reoccur.  
**Note: Your plan's six month pre-existing exclusion period will be shortened one day for each day you had "creditable coverage" under another health plan, provided you do not have a 63 day lapse (or longer) in coverage immediately prior to your enrollment date in our plan, or, if earlier, the first day of the waiting period for such enrollment.**
- \* All medical and surgical admissions must be authorized by ODS.
- \* The plan has a calendar year maximum of \$2,000,000 on all essential benefits. In-network and out-of-network benefits for such covered expenses accrues toward the calendar year maximum for each member. Once the maximum is met, coverage for all essential benefits will cease until the next calendar year. Essential benefits include the following categories: ambulatory services; emergency services; hospitalization including skilled nursing facility; maternity and newborn care; mental health and chemical dependency service; prescription drugs including prescribed drugs administered in a professional provider's office, urgent care center, facility or in conjunction with home health care; covered rehabilitative and habilitative services and devices; hospice care; laboratory tests; covered preventive and wellness services and chronic disease management; pediatric services including oral and vision care, if any.
- \* Mental illness / chemical dependency (including alcoholism) will be treated the same as other medical conditions.
- \* When a member has more than one group plan, combined benefits for both group plans will be provided up to, but not exceeding, the maximum plan allowance for all covered services.
- \* Inpatient rehabilitation benefits are limited to 30 days per calendar year (prior authorization needed for up to 60 days for head and spinal cord injuries); outpatient rehabilitation benefits are limited to 30 sessions per calendar year (prior authorization needed for up to 60 sessions for head and spinal cord injuries).
- \* Transplant benefits are limited to an aggregate lifetime maximum benefit of \$250,000. Donor costs are limited to a \$25,000 per transplant maximum.

**EXCLUSIONS**

- \* Services provided by the patient or a member of the patient's immediate family.
- \* Services or supplies which are not medically necessary.
- \* Services and supplies for reversal of sterilization or infertility.
- \* Services and supplies for obesity, including complications arising out of such treatment, except for those rated A or B by the U.S. Preventive Services Taskforce.
- \* Surgery to alter the refractive character of the eye.
- \* Dental examinations and treatment, except as specifically listed.
- \* Massage or massage therapy.
- \* Medical services or supplies related to sex change procedures or for the treatment of sexual dysfunctions or inadequacies, except when delivered by a mental health provider as defined in this plan.
- \* Services or supplies related to gender identity disorders, for members age nineteen and older.
- \* Experimental or investigational treatment.
- \* Services or supplies available in whole, or in part under any city, county, state, or federal law, except Medicaid.
- \* Charges above the maximum plan allowance.
- \* Services or supplies for which an employer is required by law to provide benefits even if you choose not to accept those benefits.
- \* Instruction programs, including, but not limited to, those to learn to self-administer drugs or nutrition, except as specifically provided for under the outpatient diabetic instruction benefit of this plan.
- \* Appliances or equipment primarily for comfort, convenience, cosmetics, environmental control, or education.
- \* Cosmetic / reconstructive services and supplies. Exceptions are provided for reconstructive surgery following a mastectomy.
- \* Services and supplies associated with orthognathic surgery.

*This is a benefit summary only.*

*For a complete description of benefits, limitations and exclusions refer to your member handbook.*

*"These benefits are subject to change per health care reform"*

[www.odscompanies.com](http://www.odscompanies.com)

This product is underwritten or administered  
by ODS Health Plan, Inc.



ODS  
Base Plan

## City of Gresham Prescription Drug Summary

Effective August 1, 2012 - July 31, 2013

### How To Use The Prescription Drug Benefit

To ensure the highest level of benefits please select an ODS participating network pharmacy. We can help you find an in-network pharmacy, please visit us online at [odscompanies.com](http://odscompanies.com) or call ODS Pharmacy Customer Service. Your ODS member identification card (ID) will provide participating pharmacies the information necessary to process your claim and allow you to access your Rx benefits at the point of service. Please remember to present your ODS ID card to ensure your pharmacy has the most current benefit detail loaded in their system.

Drug Type	Retail 34 day supply	Mail-Order 90 day supply	Specialty 90 day supply
Generic	10%	\$20.00 Co-pay	\$20.00 Co-pay
Brand	10%	\$20.00 Co-pay	\$20.00 Co-pay

\* For the Base plan, medical and pharmacy out-of-pocket and deductible amounts are combined.

- **Generic Substitution:** Both generic and brand name medications are covered benefits. Regardless of the reason or medical necessity, if a member requests a brand name drug when a generic equivalent is available, the member will be responsible for the brand copay plus the difference in cost between the generic and brand name drug.
- **Choice 90:** members are able to purchase a 90-day supply from a participating Choice-90 retail pharmacy at the mail-order copay and preferred discount. Certain drugs are not available in 90-day supplies for such reasons as quantity limit restrictions or state and federal regulations. All standard benefit plan and administrative provisions apply. Drugs purchased using the Choice 90 and mail order benefits are not included in the annual Out-of-Pocket maximum.

### Covered Drug Supply

- Diabetes related supplies such as insulin syringes, needles, glucose tablets and blood glucose test strips.
- Prescription oral contraceptive drugs for birth control and medical treatment are covered under your prescription benefit.
- Select immunizations and related administration fees are covered at retail pharmacies (example- influenza, pneumonia and shingles vaccines). Covered immunizations will be limited to those that are considered the "standard of care" by the local medical community. Immunizations for the sole purpose of travel or to prevent illness which may be caused by your work environment are not covered.

### Retail Prescription Benefit

- A 34-day supply of a drug or medicine that is medically necessary for the treatment of an illness or injury, that cannot legally be dispensed without a prescription, and that by law it must bear the legend "Caution - federal law prohibits dispensing without prescription."

At times, you may be required to submit a claim form and applicable receipts for reimbursement. For example, if you fill your prescription at a non-participating pharmacy that does not access ODS' claims payment system through MedImpact, you will need to submit a receipt. **The claim procedure is simple.**

**1. Complete the prescription drug claim form.** Forms can be found online at [www.odscompanies.com](http://www.odscompanies.com), through your myODS account or by linking directly to the forms page at <http://www.odscompanies.com/members/forms.shtml>. You may also call ODS pharmacy customer service at 1-888-361-1610.

**2. Submit claim forms to:**

The ODS Companies  
Attn: Pharmacy  
P.O. Box 40168  
Portland, OR 97240-0168

**3. ODS will process the claim request and send reimbursement to you in the form of a check.**

### Mail Order Pharmacy Benefit

- You also have the option of obtaining prescriptions for covered drugs and medicines through the exclusive Mail Order Pharmacy.
- A 90-day supply is available at mail-order. Both generic and brand name medications are covered benefits.  
Mail-order forms can be found online at [www.odscompanies.com](http://www.odscompanies.com), through your myODS account or by linking directly to the forms page at <http://www.odscompanies.com/members/forms.shtml>. You may also call ODS pharmacy customer service at 1-888-361-1610.

### Specialty Pharmacy Benefit

- A 34-day supply is available through the exclusive specialty pharmacy. Both generic and brand name medications are covered benefits.
- Specialty medications must be accessed through Walgreens Specialty Pharmacy. For a list of eligible medications, please contact ODS customer service. Because specialty treatments require special handling techniques, careful administration and a unique ordering process, your program has partnered with Walgreens to enhance the services you receive. Walgreens provides individualized programs and patient care surrounding chronic illnesses. In addition, Walgreen's pharmacists provide comprehensive support, education and monitoring to help you get the most from your treatment.
- For more information or to enroll, you can contact Walgreens directly at 1-866-202-4014 or online at [WalgreensSpecialtyRx.com](http://WalgreensSpecialtyRx.com).

***This is a benefit summary only. For a complete description please refer to your member handbook.***

## Prior Authorization

Certain prescription drugs and/or quantities of prescription drugs may require a prior authorization by ODS. Prior authorization programs are not intended to create barriers or limit access to medications. The practice of administering prior authorization provisions is intended to support cost effectiveness, promote proper use of medications and to ensure the safety of our members. Prior authorizations may be placed on medications for a variety of reasons- examples are listed below.

- **Utilization Control Edits-** medications may have limited use, be prone to overuse or prescribed in quantities outside the recommended FDA indications.
- **Cost Effectiveness-** There may be therapeutically equivalent medications that are less expensive.
- **Prescribing Guidelines-** Medications may require diagnostic testing to ensure safety and efficacy of the treatment.
- **Benefit Coverage-** Medication may be prescribed for conditions that are excluded under the plan.

A list of medications that require a prior authorization can be found online at [www.odscompanies.com](http://www.odscompanies.com), through your myODS account or by contacting ODS Pharmacy Customer Service.

## Limitations

This program imposes administrative plan edits and provisions that may limit access to medications based on patient demographics, high dollar thresholds, quantity limits and in accordance with the parameters of the prescription as written by your provider.

- Retail prescriptions with net cost over \$1,000 for a 34 day supply will require authorization from ODS.
- Mail-order and specialty prescriptions with a net cost over \$3,000 will require authorization from ODS.
- Compounded medications (containing at least one covered drug as an ingredient) are covered. Medications over \$150 for a 34 day supply will require authorization by ODS.
- New FDA approved drugs are subject to review and may require additional coverage parameters, requirements, or limits established by the plan.

## Exclusions

The following services, procedures and conditions are not covered by the Plan, even if otherwise medically necessary or if recommended, referred, or provided by a physician, provider or pharmacy. Please Note: The fact that a physician may prescribe, order, recommend, or approve a drug does not, of itself, make the charge a covered expense.

- Devices including, but not limited to: therapeutic devices and appliances; hypodermic needles and syringes (the plan does not exclude hypodermic needles and syringes for use with insulin or specialty medications). For contraceptive devices, see Covered Drug Supply. See your member handbook for a complete list of covered/ excluded benefits.
- Medications administered to a covered person in whole or in part while the covered person is a patient in a hospital, sanitarium, rest home, skilled nursing facility, extended care facility, nursing home, or similar institution.
- Prescriptions, refills or quantities that have been dispensed in error by the pharmacy and are not representative of the prescription as written by the provider or the benefit provisions as set forth by the plan.
- Drugs or medicine that are to be taken by or administered to a member in whole or in part while the member is a patient in a hospital, a sanitarium, a rest home, a skilled nursing facility, an extended care facility, a nursing home, or a similar institution are not covered.
- Drugs or services to treat sexual dysfunction.
- Weight loss drugs
- Drugs or medicine to treat addiction to or dependence on tobacco or tobacco products (e.g., Nicorette) are not covered under the Plan.
- Medications used for a cosmetic indication.
- Drugs prescribed to treat a medical condition that is not covered under your Medical Plan.
- A drug prescribed for purposes other than treating a health condition or disease that is covered by the Plan.
- A drug prescribed to treat a medical condition that is not determined as medically necessary.
- Medications available without a prescription, which are classified as over the counter (OTC).
- Any charge in excess of the maximum plan allowance for a drug is not covered.
- Any drug that is determined by ODS to be experimental or investigational or that is labeled: "Caution -- Limited by federal law to investigational use"; or Any drug or medicine that is used for an experimental or investigational purpose, even if it is otherwise approved by the federal government or recognized as neither experimental or investigative for other uses or health conditions (e.g., progesterone suppositories).
- Drugs purchased in a foreign country. Benefits are only available for urgent and emergent care if purchased outside of the United States.
- A charge for administration or injection of a drug or medicine is not covered, except when administered for selected medications at retail pharmacies.
- Drugs or medicines that are dispensed more than one year after the order of a physician are not covered.

Visit our website at [www.odscompanies.com](http://www.odscompanies.com)

*This is a benefit summary only. For a complete description please refer to your member handbook.*



**ODS  
Co-Pay Plan**

**City of Gresham  
Group # 10008572**

**Effective August 1, 2012**

<b>In-Network Provider</b>	<b>Out-of-Network Provider <sup>2</sup></b>
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Annual Deductible (Individual / Family)	\$250 Individual / \$750 Family	
Annual Out-of-Pocket Maximum (Individual / Family)	\$2,000 Individual / \$4,000 Family	\$4,000 Individual / \$8,000 Family
Essential Benefit Annual Maximum ( <i>Medical &amp; Rx</i> )	\$2,000,000	

**PREVENTIVE CARE**

Periodic Health Exams	No copay <sup>*</sup>	
Routine Women's Exams (including pap test, pelvic exam & breast exam)	No copay <sup>*</sup>	
Immunizations	No copay <sup>*</sup>	

**PROFESSIONAL SERVICES**

Office and Home Visits	\$20 Copay* <sup>1</sup>	40%
Specialist Visits	\$20 Copay* <sup>1</sup>	40%
Surgery	20%	40%
Acupuncture	\$20 Copay* <sup>1</sup> (\$1,500 Annual Maximum)	
Chiropractic		
Naturopathic		

**MATERNITY CARE**

Practitioner Services	20%	40%
Hospital Stay	20%	40%

**HOSPITAL INPATIENT / OUTPATIENT SERVICES**

Inpatient Care	20%	40%
Skilled Nursing Facility Care	20%	40%
Outpatient Hospital / Facility	20%	40%
Outpatient Diagnostic X-Ray and Lab	20%*	40%
Specified Imaging (MRI, CT, CAT, PET scans)	20%	40%

**EMERGENCY CARE**

Emergency Room Visits (non mental health or chemical dependency services)	20% after \$100 copay <sup>1, 3</sup>	
Emergency Room Visits for mental health or chemical dependency services (In-network out-of-pocket maximum applies to mental health and chemical dependency services)	20% after \$100 copay <sup>1, 3</sup>	
Urgent Care Office Visits for non mental health or chemical dependency services	\$20 Copay* <sup>1</sup>	40%
Urgent Care Office Visits for mental health or chemical dependency services	\$20 Copay* <sup>1</sup>	
Ambulance Service for non mental health or chemical dependency services	20%	
Ambulance Service for mental health or chemical dependency services (In-network out-of-pocket maximum applies)	\$100 copay	

**OTHER COVERED SERVICES**

Physical Therapy	20%	
Allergy Injections	20%	40%
Durable Medical Equipment / Prosthetics	20%	40%
Home Health, Hospice, and Respite Care	Covered at 100%	

\*Deductible waived.

<sup>1</sup> Copayments and disallowed charges do not apply to the annual deductible or to the out-of-pocket maximum. Expenses applied toward the annual deductible do not apply to the out-of-pocket maximum.

<sup>2</sup> Out-of-network coverage coinsurance is based on the maximum plan allowance for these services.

<sup>3</sup> Co pay waived if admitted to hospital.

**NETWORK INFORMATION**

Members may choose a provider from the network directory, which is available at [www.odscompanies.com](http://www.odscompanies.com) under "Find Care" or by contacting ODS' Medical Customer Service Department for assistance.

**DEPENDENT ELIGIBILITY**

Dependents are lawful spouse, Oregon registered domestic partners and eligible children to age 26, including children an employee is required to enroll due to a court or administrative order.

**OUT-OF-AREA CHILDREN COVERAGE**

Enrolled children residing outside the service area may receive the in-network benefit level by using a travel network provider. If a travel network provider is not available, plan benefits will be extended to such enrolled dependents residing outside the primary service area for treatment of an illness or injury, preventive healthcare (including routine physicals and immunizations) and maternity services, as if the care were rendered by in-network providers. Services will be paid at the in-network benefit level if provided within a 30-mile radius of the dependent child's residence or at the closest appropriate facility.

**LIMITATIONS**

- \* 6-month exclusion period for pre-existing conditions for members age 19 and older even if they worsen or reoccur.  
**Note: Your plan's six month pre-existing exclusion period will be shortened one day for each day you had "creditable coverage" under another health plan, provided you do not have a 63 day lapse (or longer) in coverage immediately prior to your enrollment date in our plan, or, if earlier, the first day of the waiting period for such enrollment.**
- \* All medical and surgical admissions must be authorized by ODS.
- \* The plan has a calendar year maximum of \$2,000,000 on all essential benefits. In-network and out-of-network benefits for such covered expenses accrues toward the calendar year maximum for each member. Once the maximum is met, coverage for all essential benefits will cease until the next calendar year. Essential benefits include the following categories: ambulatory services; emergency services; hospitalization including skilled nursing facility; maternity and newborn care; mental health and chemical dependency service; prescription drugs including prescribed drugs administered in a professional provider's office, urgent care center, facility or in conjunction with home health care; covered rehabilitative and habilitative services and devices; hospice care; laboratory tests; covered preventive and wellness services and chronic disease management; pediatric services including oral and vision care, if any.
- \* Mental illness / chemical dependency (including alcoholism) will be treated the same as other medical conditions.
- \* When a member has more than one group plan, combined benefits for both group plans will be provided up to, but not exceeding, the maximum plan allowance for all covered services.
- \* Inpatient rehabilitation benefits are limited to 30 days per calendar year (prior authorization needed for up to 60 days for head and spinal cord injuries); outpatient rehabilitation benefits are limited to 30 sessions per calendar year (prior authorization needed for up to 60 sessions for head and spinal cord injuries).
- \* Transplant benefits are limited to an aggregate lifetime maximum benefit of \$250,000. Donor costs are limited to a \$25,000 per transplant maximum.

**EXCLUSIONS**

- \* Services provided by the patient or a member of the patient's immediate family.
- \* Services or supplies which are not medically necessary.
- \* Services and supplies for reversal of sterilization or infertility.
- \* Services and supplies for obesity, including complications arising out of such treatment, except for those rated A or B by the U.S. Preventive Services Taskforce.
- \* Surgery to alter the refractive character of the eye.
- \* Dental examinations and treatment, except as specifically listed.
- \* Massage or massage therapy.
- \* Medical services or supplies related to sex change procedures or for the treatment of sexual dysfunctions or inadequacies, except when delivered by a mental health provider as defined in this plan.
- \* Services or supplies related to gender identity disorders, for members age nineteen and older.
- \* Experimental or investigational treatment.
- \* Services or supplies available in whole, or in part under any city, county, state, or federal law, except Medicaid.
- \* Charges above the maximum plan allowance.
- \* Services or supplies for which an employer is required by law to provide benefits even if you choose not to accept those benefits.
- \* Instruction programs, including, but not limited to, those to learn to self-administer drugs or nutrition, except as specifically provided for under the outpatient diabetic instruction benefit of this plan.
- \* Appliances or equipment primarily for comfort, convenience, cosmetics, environmental control, or education.
- \* Cosmetic / reconstructive services and supplies. Exceptions are provided for reconstructive surgery following a mastectomy.
- \* Services and supplies associated with orthognathic surgery.

*This is a benefit summary only.*

*For a complete description of benefits, limitations and exclusions refer to your member handbook.*

*"These benefits are subject to change per health care reform"*



ODS  
Co-Op Plan

## City of Gresham Prescription Drug Summary

Effective August 1, 2012 - July 31, 2013

### How To Use The Prescription Drug Benefit

To ensure the highest level of benefits please select an ODS in-network pharmacy. We can help you find an in-network pharmacy, please visit us online at [www.odscompanies.com](http://www.odscompanies.com) or call ODS Pharmacy Customer Service. Your ODS member identification card (ID) will provide the in-network pharmacy the information necessary to process your claim and allow you to access your Rx benefits at the point of service. Please remember to present your ODS ID card to ensure your pharmacy has the most current benefit detail loaded in their system.

Drug Type	Retail 30-day supply	Mail-Order 90-day supply	Specialty 30-day supply
<b>Essential Benefit Annual Maximum (Medical &amp; Rx)</b>	<b>\$750,000</b>		
Value	\$2.00 copay	\$4.00 copay	N/A
Generic	\$5.00 copay	\$10.00 copay	N/A
Preferred Brand	\$25.00 copay	\$50.00 copay	N/A
Preferred Specialty	N/A	N/A	\$100.00 copay
Brand	\$50.00 copay	\$100.00 copay	N/A
Specialty	N/A	N/A	25% coinsurance
Orphan	N/A	N/A	25% coinsurance

**Value** medications include commonly prescribed products used to treat chronic medical conditions and preserve health. A list of value medication is available on myODS.

**Generic** drugs have been determined by physicians and pharmacists to be therapeutically equivalent to the brand name alternative. Select generics also represent the most cost effective option within their therapeutic category. Generic drugs must contain the same active ingredients as their name counterpart and be identical in strength, dosage form and route of administration. Therapeutic equivalence of generic medications is determined by the FDA approval process, the physicians at the point of prescribing, and the pharmacist at the point of dispensing according to State Pharmacy Laws. This category may include certain brand medications that have been identified as favorable from a clinical and cost effective perspective.

**Preferred Brand or Preferred Specialty** drugs have been reviewed by ODS and found to be clinically effective at a favorable cost when compared to other medications in the same therapeutic class and/or category. Generic medications that have been identified as having no more favorable outcomes, from a clinical perspective, than other more cost effective generics may be included in this tier. The preferred drug list shows which drugs are considered preferred, and can be access online at [www.odscompanies.com](http://www.odscompanies.com), through your myODS account. This list is subject to change and will periodically be updated. If you should have any questions regarding the list, please do not hesitate to contact pharmacy customer service.

**Preferred Specialty** drugs are often used to treat complex chronic health conditions. Specialty treatments often require special handling techniques, careful administration and a unique ordering process. Specialty drugs must be prior authorized and medically necessary. Specialty medications that are not designated as preferred have been reviewed by ODS and do not have significant therapeutic advantage over their preferred alternatives(s). These products are usually not recommended as first line therapy and different methods of treatment exist.

**Brand** name drugs are sold under a trademark and protected name. These products are considered exclusive and can only be produced and sold by the manufacturer holding the patent. Brand medications that are not designated as preferred have been reviewed by ODS and do not have significant therapeutic advantage over their preferred alternative(s). These products are usually not recommended as first line therapy and different methods of treatment exist.

**Orphan** drugs are considered specialty medications that have been developed to treat a rare medical condition. The Food and Drug Administration (FDA) closely regulates medications with orphan drug status and supports the research and development of these products. Orphan drugs must be prior authorized and medically necessary.

**Choice 90:** members are able to purchase a 90-day supply from a participating Choice-90 retail pharmacy at the mail-order copay and preferred discount. Certain drugs are not available in 90-day supplies for such reasons as quantity limit restrictions or state and federal regulations. All standard benefit plan and administrative provisions apply. Drugs purchased using the Choice 90 benefits are not included in the annual Out-of-Pocket maximum.

### Covered Drug Supply

- Insulin and diabetic supplies including insulin syringes, needles and lancets, glucometers and test strips, and glucose tablets when accompanied by a valid prescription
- Compounded medications containing at least one covered drug as an ingredient.
- Select federal legend prescription prenatal vitamins.
- Select contraceptive drugs and devices used for medical reasons and for birth control, but only if they are legend medications or cannot legally be dispensed without a prescription.
- Select immunizations and related administration fees are covered at 100% at in-network retail pharmacies (e.g. influenza, pneumonia and shingles vaccines). Covered immunizations will be limited to those that are recommended by the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention for children and adults. Immunizations for the sole purpose of travel or to prevent illness which may be caused by your work environment are not covered.

### Retail Prescription Benefit

- A 34-day supply of a drug or medicine that is medically necessary for the treatment of an illness or injury, that cannot legally be dispensed without a prescription, and that by law it must bear the legend "Caution - federal law prohibits dispensing without prescription."

At times, you may be required to submit a claim form and applicable receipts for reimbursement. For example, if you fill your prescription at a non-participating pharmacy that does not access ODS' claims payment system through MedImpact, you will need to submit a receipt. **The claim procedure is simple.**

**1. Complete the prescription drug claim form.** Forms can be found online at [www.odscompanies.com](http://www.odscompanies.com), through your myODS account or by linking directly to the forms page at <http://www.odscompanies.com/members/forms.shtml>. You may also call ODS pharmacy customer service at 1-888-361-1610.

**2. Submit claim forms to:**

The ODS Companies  
Attn: Pharmacy  
P.O. Box 40168  
Portland, OR 97240-0168

**3. ODS will process the claim request and send reimbursement to you in the form of a check.**

## Mail Order Pharmacy Benefits

- Members have the option of obtaining prescriptions for covered drugs and medicines through an exclusive mail order pharmacy.
- Each mail order prescription is limited to a 90-day supply per prescription. Prescriptions purchased through the mail order drug program are subject to the ODS generic substitution policy.
- A mail order pharmacy form can be obtained on myODS or by contacting ODS' Pharmacy Customer Service Department.

## Specialty Pharmacy Benefit

- Specialty prescriptions are limited to a 34-day supply maximum per prescription. Some specialty prescriptions may have shorter day supply coverage limits. In addition, these drugs require prior authorization.
- Members prescribed specialty medications (including orphan drugs) have access to enhanced clinical services and an exclusive specialty pharmacy provider. Specialty medications must be purchased through an exclusive specialty pharmacy provider to be a covered benefit. **If a member does not purchase these drugs at the exclusive specialty pharmacy provider, the drug expense will not be covered.**

## Prior Authorization

Certain prescription drugs and/or quantities of prescription drugs may require a prior authorization by ODS. Prior authorization programs are not intended to create barriers or limit access to medications. The practice of administering prior authorization provisions is intended to support cost effectiveness, promote proper use of medications and to ensure the safety of our members. Prior authorizations may be placed on medications for a variety of reasons- examples are listed below.

- **Utilization Control Edits-** medications may have limited use, be prone to overuse or prescribed in quantities outside the recommended FDA indications.
- **Cost Effectiveness-** There may be therapeutically equivalent medications that are less expensive.
- **Prescribing Guidelines-** Medications may require diagnostic testing to ensure safety and efficacy of the treatment.
- **Benefit Coverage-** Medication may be prescribed for conditions that are excluded under the plan.

A list of medications that require a prior authorization can be found online at [www.odscompanies.com](http://www.odscompanies.com), through your myODS account or by contacting ODS Pharmacy Customer Service.

## Limitations

This program imposes administrative plan edits and provisions that may limit access to medications based on patient demographics, high dollar thresholds, quantity limits and in accordance with the parameters of the prescription as written by your provider.

- Retail prescriptions with net cost over \$1,000 for a 34 day supply will require authorization from ODS.
- Mail-order and specialty prescriptions with a net cost over \$3,000 will require authorization from ODS.
- Compounded medications (containing at least one covered drug as an ingredient) are covered. Medications over \$150 for a 34 day supply will require authorization by ODS.
- New FDA approved drugs are subject to review and may require additional coverage parameters, requirements, or limits established by the plan.
- Select specialty medications may be limited to a 15-day supply for drugs that have been determined to have a high discontinuation rate following the first 2 weeks of therapy.
- Immunization agents for travel (other than allergy sera) are not covered.
- Access to covered prescription drugs for the treatment of tobacco use disorder is limited to members participating in a tobacco cessation program that follows the United States Public Health Service Guidelines.

## Exclusions

The following services, procedures and conditions are not covered by the Plan, even if otherwise medically necessary or if recommended, referred, or provided by a physician, provider or pharmacy. In addition, any direct complication or consequence that arises from these exclusions will not be covered.

- Devices including, but not limited to: therapeutic devices and appliances; hypodermic needles and syringes (the plan does not exclude hypodermic needles and syringes for use with insulin or specialty medications). For contraceptive devices, see Covered Drug Supply. See your member handbook for a complete list of covered/ excluded benefits.

- Medications administered to a covered person in whole or in part while the covered person is a patient in a hospital, sanitarium, rest home, skilled nursing facility, extended care facility, nursing home, or similar institution.
- Prescriptions, refills or quantities that have been dispensed in error by the pharmacy and are not representative of the prescription as written by the provider or the benefit provisions as set forth by the plan.
- Drugs or medicine that are to be taken by or administered to a member in whole or in part while the member is a patient in a hospital, a sanitarium, a rest home, a skilled nursing facility, an extended care facility, a nursing home, or a similar institution are not covered.
- Drugs or services to treat sexual dysfunction.
- Weight loss drugs
- Drugs or medicine to treat addiction to or dependence on tobacco or tobacco products (e.g., Nicorette) are not covered under the Plan.
- Drugs prescribed to treat a medical condition that is not covered under your Medical Plan.
- A drug prescribed for purposes other than treating a health condition or disease that is covered by the Plan.
- A drug prescribed to treat a medical condition that is not determined as medically necessary.
- Medications available without a prescription, which are classified as over the counter (OTC).
- Any charge in excess of the maximum plan allowance for a drug is not covered.
- Drugs prescribed for or used for non-FDA approved indications, unless approved by the Health Resources Commission.
- Any drug that is determined by ODS to be experimental or investigational or that is labeled: "Caution -- Limited by federal law to investigational use"; or Any drug or medicine that is used for an experimental or investigational purpose, even if it is otherwise approved by the federal government or recognized as neither experimental or investigative for other uses or health conditions (e.g., progesterone suppositories).
- Drugs purchased in a foreign country. Benefits are only available for urgent and emergent care if purchased outside of the United States.
- A charge for administration or injection of a drug or medicine is not covered, except when administered for selected medications at retail pharmacies.
- Drugs or medicines that are dispensed more than one year after the order of a physician are not covered.

**Visit our website at [www.odscompanies.com](http://www.odscompanies.com)**

***This is a benefit summary only. For a complete description please refer to your member handbook.***

All plans offered and underwritten by Kaiser Foundation Health Plan of the Northwest, 500 NE Multnomah St., Suite 100, Portland, OR 97232

## Summary of medical benefits

City of Gresham, A Municipal Corporation of The State of Oregon dba City of Gresham 18120

Oregon Traditional Plan C12C

August 1, 2012 through July 31, 2013

<b>Out-Of-Pocket Maximum</b> (Not all services apply to the maximum; refer to your Evidence of Coverage for clarification.)	
For one Member	\$600 per Calendar Year
For an entire Family	\$1,200 per Calendar Year
<b>Preventive Care Services</b>	<b>You pay</b>
Routine preventive physical exam (includes adult, well baby, and well child)	\$0
Prenatal care and first postpartum visit	\$0
Immunizations	\$0
Preventive tests	\$0
<b>Outpatient Services</b>	
Primary care visit	\$10
Specialty care visit	\$10
Routine eye exam	\$10
Allergy shots and other injections	\$10
Urgent Care visit	\$30
Emergency department visit	\$75 (Waived if admitted)
Outpatient surgery visit	\$10
Physician-referred acupuncture (limited to 12 visits per Calendar Year)	\$10
<b>Inpatient Hospital Services</b>	\$0
<b>Ambulance Services</b> (per transport)	\$75
<b>Chemical Dependency Services</b>	
Outpatient Services	\$10
Inpatient hospital & residential Services	\$0
<b>Mental Health Services</b>	
Outpatient Services	\$10
Inpatient hospital & residential Services	\$0
<b>Outpatient Durable Medical Equipment (DME), External Prosthetic Devices, and Orthotic Devices</b>	20% Coinsurance
<b>Hearing Aids for Children</b> (up to \$4,211 every 48 months, per Member under age 18 and any child Dependent)	20% Coinsurance
<b>Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures</b>	\$0 per department visit
<b>Outpatient Rehabilitative Therapy Services</b> (up to 20 visits per therapy per Calendar Year)	
Physical, Speech, and Occupational therapies	\$10
All other therapies	\$10
<b>Skilled Nursing Facility Services</b> (up to 100 days per Calendar Year)	\$0
<b>Optional Benefits</b>	
Alternative Care (self-referred)	\$10 per visit for chiropractic, naturopathic and acupuncture visits. \$25 Copayment per massage therapy visit (up to 12 visits per Calendar Year). \$1,500 benefit maximum for all Services combined.

Hearing Aids (for Members age 18 and over)	Not covered
Outpatient Prescription Drugs, Supplies, and Supplements	\$10 per prescription up to 30-day supply; up to 90-day supply of maintenance drugs for two Copayments when you use mail delivery.
Vision Hardware Optical Services	Balance after \$150 allowance every 24 months
Travel Services	Not covered

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## Exclusions and Limitations

The Services listed below are either completely excluded from coverage or partially limited. This applies to all Services that would otherwise be covered and is in addition to the exclusions and limitations that apply only to a particular Service as listed in the description of that Service in your Evidence of Coverage, to be provided after you enroll for coverage.

**Acupuncture.** Limited to the following: (a) when a Participating Physician makes a referral for Services in accord with Medical Group criteria or (b) your employer Group has purchased the Alternative Care (self-referred Acupuncture Services) rider.; **Certain exams and Services; Chiropractic Services received without a referral by Kaiser Permanente.** Limited to the following: (a) when a Participating Physician makes a referral for Services in accord with Medical Group criteria or (b) Alternative Care Services or Chiropractic Services (self-referred Chiropractic Care) rider has been purchased.; **Cosmetic Services; Custodial Services; Dental Services.** Except when Medically Necessary for Members who have a medical condition that would place undue risk if performed in a dental office. The procedure must be approved.; **Designated blood donations; Detained or confined members; Employer responsibility; Experimental or investigational Services; Eye surgery; Family Services.** Services provided by a member of your immediate family.; **Genetic testing; Government agency responsibility; Hearing aids.** Unless the Hearing Aid rider has been purchased.; **Hypnotherapy; Intermediate Services; Massage therapy Services.** Limited to when: (a) a Participating Physician makes a referral for Services in accord with Medical Group criteria or (b) Alternative Care (Massage Therapy) benefit rider has been purchased.; **Naturopathy Services.** Limited to when: (a) referral for Services in accord with Medical Group criteria; or (b) Alternative Care (Naturopathy Services) rider has been purchased.; **Non-Medically Necessary Services; Nonreusable medical supplies; Outpatient Prescription Drugs.** Unless the Outpatient Prescription Drug rider has been purchased. Kaiser Permanente formulary applies. We cover non-formulary drugs only when you meet exception criteria unless specifically covered by your prescription drug plan.; **Services related to a non-covered Service; Sexual reassignment surgery; Supportive care and other Services; Travel and lodging.** Limited to: (a) Medically Necessary "Ambulance Services" in this *Summary*, and (b) certain expenses that we preauthorize.; **Travel Services.** All travel-related Services including travel-only immunizations (such as yellow fever, typhoid, and Japanese encephalitis), unless the Travel Services rider has been purchased.; **Vision hardware optical Services.** Unless the Vision Hardware Optical Services rider has been purchased.; **Vision therapy and orthoptics or eye exercises; Professional Services for fitting and follow-up care for contact lenses; Low-vision aids.**

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**Questions? Call Membership Services** (M-F, 8 am-6 pm) or visit **kp.org**

Portland area..503-813-2000. All other areas..1-800-813-2000. TTY..1-800-735-2900.

Language Interpretation Services, all areas..1-800-324-8010

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# RELIANCE STANDARD BASE DENTAL PLAN

## Plan Highlights Group Dental insurance



### City of Gresham Plan Highlights -

#### Coinsurance (Plan Pays)

	PPO Provider	Non-PPO Dentist
<b>Type 1 Procedures</b> Cleanings, Exams, Sealants, Fluoride for Adults & Children, X-Rays, Bitewings	100%	100%
<b>Type 2 Procedures</b> Amalgams, Oral Surgery Simple Extractions, Root Canals, Gum Disease—non-surgical/surgical Anesthesia	100%	100%
<b>Type 3 Procedures</b> Crowns, Implants, Dentures, Bridges, Onlays	100%	100%
<b>Orthodontia</b> Adults & Children \$1000 Lifetime maximum	50%	50%
<b>Deductible</b>	None	None
<b>Annual Maximum</b> Type 1, Type 2 and Type 3 Procedures Calendar Year Per Person	\$1500	\$1500

#### Allowance Table

	<u>PPO In-Network</u>	<u>Out-of-Network</u>
Type I Procedures	Contracted Fee	U&C at 95%
Type II Procedures	Contracted Fee	U&C at 95%
Type III Procedures	Contracted Fee	U&C at 95%

GROUP DENTAL INSURANCE

City of Gresham

**RELIANCE STANDARD**

# RELIANCE STANDARD BASE DENTAL PLAN

## Prevention Plus

With this plan option, benefits for Type 1/Preventive procedures are not deducted from the plan member's annual maximum benefit. This saves the entire annual maximum for the Type 2/Basic and Type 3/Major procedures that are covered by your plan.

## Reliance Standard Life Insurance Company

Reliance Standard Life Insurance Company was incorporated in 1907 as the Central Standard Life Insurance Company in Chicago, IL. In 1967 the administrative offices moved to Philadelphia, PA and the company was renamed Reliance Standard Life Insurance Company. RSL is domiciled in Illinois, and its headquarter remain in Philadelphia. A subsidiary, First Reliance Standard Life Insurance Company, was formed in 1984, and licensed to do business in the state of New York.

There is no reason for poor dental health. With all the advances in dental care, regular checkups and proper dental maintenance, no one should suffer from tooth decay or dental disease. By participating in the RSL Dental Program, your employees have the opportunity to make regular checkups much easier and less costly.

## Customer Service

Our Customer Relations Department is open from 7 am to midnight (CST) Monday through Thursday and 7 am to 6:30 pm (CST) on Fridays. You can call toll-free at 800-497-7044. Your claim forms can be faxed in to (402) 309-2580. We will be happy to answer any questions you may have regarding a specific claim you have filed or to answer questions about benefits for dental procedures being considered.

## Late Entrant Provision

If an employee or dependent does not elect to participate when initially eligible, and elects to participate at the policyholder's next annual election period, they will become a Late Entrant. Late Entrant benefits will be limited to exams, cleanings and fluoride applications for the first 12 months.

## PPO Information

To find a PPO provider near you, visit our website at [www.rsli.com/dental-vision](http://www.rsli.com/dental-vision). Click on "Find a Dentist" to access our online directory. Follow the step-by-step instructions, and for "Select a Network" choose "PPO-Nationwide."

## Pretreatment

Please note that we do not require the filing of a pre-authorization form. However, we recommend that as smart, aware consumers, you request your dentist file for a pre-treatment estimate with the claim office for any suggested work of \$200 or more, **before the work is done**. The paperwork will be processed and a copy returned to you and the dentist so that both parties will know the exact amount of benefits payable and any remaining financial obligation.

This form is a benefit highlight, not a certificate of insurance. Current Dental Terminology – American Dental Association.

# Summary of Benefits

Group Number: Z1281  
Plan ID: CTYGM  
Effective Date: August 1, 2012



## City of Gresham

BENEFIT	COPAYMENT
Annual Maximum	No Annual Maximum
Deductible	No Deductible
General Office Visit	\$4 per Visit
DIAGNOSTIC AND PREVENTIVE SERVICES	
Routine and Emergency Exams	Covered at 100%
All X-rays	Covered at 100%
Teeth Cleaning	Covered at 100%
Fluoride Treatment	Covered at 100%
Sealants	Covered at 100%
Head and Neck Cancer Screening	Covered at 100%
Oral Hygiene Instruction	Covered at 100%
Periodontal Charting	Covered at 100%
Periodontal Evaluation	Covered at 100%
RESTORATIVE DENTISTRY	
Fillings (Amalgam)	Covered at 100%
Stainless Steel Crown	Covered at 100%
Porcelain-Metal Crown	\$45
PROSTHODONTICS	
Complete Upper or Lower Denture	\$50
Bridge (per Tooth)	\$45
ENDODONTICS AND PERIODONTICS	
Root Canal Therapy – Anterior	\$30
Root Canal Therapy – Bicuspid	\$60
Root Canal Therapy – Molar	\$80
Osseous Surgery (per Quadrant)	\$50
Root Planing (per Quadrant)	\$25
ORAL SURGERY	
Routine Extraction (Single Tooth)	Covered at 100%
Surgical Extraction	\$50
ORTHODONTIC SERVICES	
Pre-Orthodontic Service	\$150*
Comprehensive Orthodontic Service	\$800
MISCELLANEOUS	
Local Anesthesia	Covered at 100%
Dental Lab Fees	Covered at 100%
Nitrous Oxide	\$10 per Visit
Specialty Office Visit	\$30 per Visit
Emergency Office Visit	\$50 per Visit
Out of Area Emergency Care Reimbursement Up to \$100	

\*Fee credited towards the Comprehensive Orthodontic Service copayment if patient accepts treatment plan.

### Underwritten by Willamette Dental Insurance, Inc.

This plan provides extensive coverage of services and supplies to prevent, diagnose, and treat diseases or conditions of the teeth and supporting tissues. Presented are just some of the most common procedures covered in your plan. Please see the Certificate of Coverage for a complete plan description, limitations, and exclusions.

# Summary of Benefits

## Exclusions

Bridges, crowns, dentures or any prosthetic devices requiring multiple treatment dates or fittings if the prosthetic item is installed or delivered more than 60 days after termination of coverage.

The completion or delivery of treatments, services, or supplies initiated prior to the effective date of coverage

Dental implants, including attachment devices and their maintenance.

Endodontic services, prosthetic services, and implants that were provided prior to the effective date of coverage.

Endodontic therapy completed more than 60 days after termination of coverage.

Exams or consultations needed solely in connection with a service or supply not listed as covered.

Experimental or investigational services or supplies and related exams or consultations.

Full mouth reconstruction, including the extensive restoration of the mouth with crowns, bridges, or implants; and occlusal rehabilitation, including crowns, bridges, or implants used for the purpose of splinting, altering vertical dimension, restoring occlusions or correcting attrition, abrasion, or erosion.

General anesthesia, moderate sedation and deep sedation.

Hospital care or other care outside of a dental office for dental procedures, physician services, or facility fees.

Nightguards.

Orthognathic surgery.

Personalized restorations.

Plastic, reconstructive, or cosmetic surgery and other services or supplies, which are primarily intended to improve, alter, or enhance appearance.

Prescription and over-the-counter drugs and pre-medications.

Provider charges for a missed appointment or appointment cancelled without 24 hours prior notice.

Replacement of lost, missing, or stolen dental appliances; replacement of dental appliances that are damaged due to abuse, misuse, or neglect.

Replacement of sound restorations.

Services or supplies and related exams or consultations that are not within the prescribed treatment plan and/or are not recommended and approved by a Willamette Dental Group dentist.

Services or supplies and related exams or consultations to the extent they are not necessary for the diagnosis, care, or treatment of the condition involved.

Services or supplies by any person other than a licensed dentist, denturist, hygienist, or dental assistant.

Services or supplies for the diagnosis or treatment of temporomandibular joint disorders.

Services or supplies for the treatment of an occupational injury or disease, including an injury or disease arising out of self-employment or for which benefits are available under workers' compensation or similar law.

Services or supplies for treatment of injuries sustained while practicing for or competing in a professional athletic contest.

Services or supplies for treatment of intentionally self-inflicted injuries.

Services or supplies for which coverage is available under any federal, state, or other governmental program, unless required by law.

Services or supplies not listed as covered in the contract.

Services or supplies provided to correct congenital or developmental malformations of the teeth and supporting structure if primarily for cosmetic reasons.

Services or supplies where there is no evidence of pathology, dysfunction, or disease other than covered preventive services.

## Limitations

If alternative services can be used to treat a condition, the service recommended by the Willamette Dental Group dentist is covered.

Services or supplies listed in the contract, which are provided to correct congenital or developmental malformations which impair functions of the teeth and supporting structures will be covered for dependent children if primarily for the purpose of controlling or eliminating infection, controlling or eliminating pain, or restoring function.

Crowns, casts, or other indirect fabricated restorations are covered only if dentally necessary and if recommended by the Willamette Dental Group dentist.

When initial root canal therapy was performed by a Willamette Dental Group dentist, the retreatment of such root canal therapy will be covered as part of the initial treatment for the first 24 months. When the initial root canal therapy was performed by a non-participating provider, the retreatment of such root canal therapy by a Willamette Dental Group dentist will be subject to the applicable copayments.

The services provided by a dentist in a hospital setting are covered if medically necessary; pre-authorized by a Willamette Dental Group dentist; the services provided are the same services that would be provided in a dental office; and applicable copayments are paid.

The replacement of an existing denture, crown, inlay, onlay, or other prosthetic appliance or restoration denture is covered if the appliance is more than 5 years old and replacement is dentally necessary.



All plans offered and underwritten by Kaiser Foundation Health Plan  
of the Northwest, 500 NE Multnomah St., Suite 100, Portland, OR 97232

## Summary of dental benefits

City of Gresham, A Municipal Corporation of The State of Oregon dba City of Gresham 18120  
Oregon Dental Plan C  
August 1, 2012 through July 31, 2013

Benefit Maximum	None
	You Pay
<b>Dental Office Visit Charge</b> – Applies to all visits	\$10
<b>Deductible</b> (applies to all services unless otherwise indicated)	
For one Member	\$0
For an entire Family	\$0
<b>Preventive and Diagnostic Services</b> (oral exam, x-rays, teeth cleaning, fluoride) (Not subject to the Deductible )	No additional charge
<b>Basic Restorative Services</b> (routine fillings, simple extractions)	No additional charge
<b>Oral Surgery Services</b> (surgical tooth extractions)	No additional charge
<b>Periodontics</b> (treatment of gum disease, scaling and root planing)	No additional charge
<b>Endodontics</b> (root canal therapy)	No additional charge
<b>Major Restoration Services</b> (crowns, bridges)	\$45 for each
<b>Removable Prosthetic Services</b>	
Full and partial dentures	\$95 for each partial denture, \$65 for each full denture
Relines	\$25
Rebases	\$25
<b>Emergency Care</b>	
From Dental Group Providers	\$25 for Emergency Care and Urgent Care visits on the same or next business day plus any other Charges that normally apply.
From non-Dental Group providers	All Charges over \$100
<b>Nitrous oxide</b>	
Adults and children age 13 years and older	\$15
Children age 12 years and younger	\$0
<b>Orthodontics</b>	Not a covered benefit

### Exclusions

- Conditions for which Service or reimbursement is required by law to be provided at or by a government agency.
- Cosmetic Services.
- Dental implants unless coverage for dental implants as an additional benefit has been purchased.
- Experimental or investigational treatments.
- Full mouth reconstruction and occlusal rehabilitation.
- Genetic testing.
- Hospital call fees.
- Medical or Hospital Services, unless otherwise specified in this *Summary*.
- Missed appointment fees.
- Non-Orthodontic recording of jaw movements or positions.

- Orthodontic Services unless orthodontic coverage as an additional benefit has been purchased.
- Prescription drugs obtainable with or without a prescription.
- Prosthetic devices following your decision to have a tooth (or teeth) extracted for nonclinical reasons or when a tooth is restorable.
- Replacement of prefabricated, noncast crowns, including noncast stainless steel crowns.
- Restorative or reconstructive treatment for specific congenital or developmental malformations.
- Sedation and general anesthesia are not covered, except when administered pursuant to the Nitrous Oxide benefit as described in the “Other Benefits” section of your EOC.
- Services covered by workers’ compensation or that are the employer’s responsibility.
- Services provided or arranged by criminal justice institutions for Members confined therein, unless care would be covered as Emergency Care.
- Speech aid prosthetic devices and follow up modifications.
- Surgery to correct malocclusion or temporomandibular joint disorders.
- Treatment to restore tooth structure lost due to attrition, erosion, or abrasion.

#### **Limitations**

- Dental Services in Conjunction with Medically Necessary General Anesthesia.
- Repair or replacement due to normal wear of fixed and removable prosthetics appliances.
- Works-in-Progress started prior to effective date of coverage.

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#### **Questions? Call Membership Services (M-F, 8 am-6 pm) or visit [kp.org](http://kp.org)**

Portland area..503-813-2000. All other areas..1-800-813-2000. TTY..1-800-735-2900.

Language Interpretation Services, all areas..1-800-324-8010

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**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between the**  
**CITY OF GRESHAM**  
**And the**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1062**

**RE: ARTICLES 9, 12 & 18 – PROBATIONARY PERIOD**

Gresham Fire & Emergency Services and Fire Fighters Local 1062 understand the level of training and evaluation of entry level firefighters requires significant resources of both time and personnel. Further the parties agree that it is in the best interest of the department to assure new firefighters are well trained, and can successfully demonstrate the competencies required of the position. Completing this training and evaluation within twelve (12) months places considerable strain on the organization, the field training officers and the new firefighters.

The City of Gresham and Firefighters Local 1062 agree that the twelve (12) month Entry Probationary Period of new firefighters shall commence the first day after completion of the academy. The Articles below represents the approved language for the purpose of this MOU.

Therefore, the City of Gresham and the International Association of Firefighters Local 1062 agree to the following:

Duration: This MOU will be in effect for the duration of the current collective bargaining agreement. It will be reviewed, and if necessary modified and bargained during the next round of negotiations.

**9.1 ENTRY PROBATIONARY PERIOD**

The entry probationary period shall be 12 months. **The probationary period shall commence the day after completion of the recruit academy.** Prior to the completion of the probationary period, employees may be discharged at any time without cause or appeal rights.

~~In exceptional circumstances, the City may extend the entry probationary period for a period of time not to exceed 90 days.~~

**12.1 SICK LEAVE**

Entry ~~probationary~~ suppression employees shall start work with a balance of 72 hours of sick leave **on the first day of the recruit academy.** Accrual of additional sick leave, as provided elsewhere in this Article, shall begin on the start of the employee's seventh month.

**18.3 SCHEDULE MOVEMENT**

An employee shall be eligible to advance on the salary schedule after completing ~~12 months of satisfactory performance in the classification~~ **both the recruit academy and their 12 month probationary period.** A probationary employee will advance when he/she successfully completes probation. At the completion of probation, the employee will advance by ten & one-

half percent (10.5%) (new employees only). Thereafter the employee will advance at five percent (5%) increments, on their anniversary of date hired, until they reach the top of the range. ~~based on satisfactory performance.~~ Employees will move to the top of the schedule by their fifth anniversary in accordance with this section. The final increase may be more or less than five percent (5%).

FOR THE CITY:



Erik Kvarsten, City Manager

10-10-13

Date



Scott Lewis, Fire Chief

10-10-13

Date



Karen Pearson, Human Resources Director

10-9-13

Date

FOR THE ASSOCIATION:



Greg Matthews, Local 1062 President

10-14-13

Date



Eugene Powers, Local 1062 Vice-President

10-17-13

Date

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between the**  
**CITY OF GRESHAM**  
**And the**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1062**

**RE:   Vacation Buy Out**

This MOU is to clarify the position on vacation buy outs for retiring members of L1062. This MOU will be valid until the expiration of the current bargaining agreement which is set to expire June, 30 2015, and reverses the previous position stated in a memo written by Fire Chief Scott Lewis dated June 23, 2008.

Currently all members of L1062 who are either assigned to a specialty team, or given certain specialty assignments receive an incentive for those extra duties. That incentive is figured into their base wage and calculated into all overtime worked and vacation taken. Therefore, Gresham Fire and Emergency Services, and L1062 agree that because premium and incentive pay is calculated into members paychecks for overtime, and vacation taken during the year, then for retiring members of L1062 vacation buy outs will also include all premium and incentive pays into the members final check.

Premium and incentive pays include, but are not limited to, all of the following: EMT-P, Haz-Mat Team, USAR Team, TRT Team, Water Rescue Team, Dive Team, SWAT Team, SCBA Technician, and 740 Investigator.

It is understood by both parties that vacation buy outs will be a subject of bargaining during the next round of negotiations.

FOR THE CITY:



Erik Kvarsten, City Manager

10.9.13


Date



Scott Lewis, Fire Chief

10-10-13

Date



Karen Pearson, Human Resources Director

10-9-13

Date

FOR THE ASSOCIATION:



Greg Matthews, Local 1062 President

10-14-13

Date



Eugene Powers, Local 1062 Vice-President

10-17-13

Date